

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF WEST VIRGINIA

MOUNTAIN EAST CONFERENCE,)
)
 Plaintiff)
)
 vs) Case No. 1:21-CV-104
) Judge Thomas S. Klee
FRANKLIN UNIVERSITY, et al.,)
)
 Defendant)

* * *

DEPOSITION OF REID S. AMOS

Thursday, August 18, 2022
9:06 a.m. - 12:29 p.m.

* * *

a witness herein, taken on examination by counsel for the Defendant, Franklin University, in the above-entitled cause of action, pursuant to the Federal Rules of Civil Procedure, by and before Susan Sommer LeCron, Registered Professional Reporter and Commissioner within and for the State of West Virginia, held at the offices of Spilman Thomas & Battle, PLLC, 48 Donley Street, Suite 800, Morgantown, West Virginia.

Exhibit
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<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 On Behalf of the Plaintiff, Mountain East Conference:</p> <p>4 Michael S. Garrison, Esquire</p> <p>5 Spilman Thomas & Battle, PLLC</p> <p>6 48 Donley Street, Suite 800</p> <p>7 Morgantown, West Virginia 26501</p> <p>8 (304) 276-9015</p> <p>9 mgarrison@spilmanlaw.com</p> <p>10</p> <p>11 On Behalf of the Defendant, Franklin University:</p> <p>12 Jason H. Beehler, Esquire</p> <p>13 Kegler Brown Hill + Ritter</p> <p>14 65 East State Street, Suite 1800</p> <p>15 Columbus, Ohio 43215</p> <p>16 (614) 462-5400</p> <p>17 jbeehler@keglerbrown.com</p> <p>18 (Telephonic appearance)</p> <p>19 J. Michael Prascik, Esquire</p> <p>20 Dinsmore & Shohl</p> <p>21 2100 Market Street</p> <p>22 Wheeling, West Virginia 26003</p> <p>23 (304) 230-1657</p> <p>24 mprascik@dinsmore.com</p>	<p style="text-align: right;">Page 4</p> <p>1 E X H I B I T S</p> <p>2 PAGE</p> <p>3 (All exhibits referred to in this transcript were marked in</p> <p>4 previous depositions.)</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
<p style="text-align: right;">Page 3</p> <p>1 I N D E X</p> <p>2 PAGE</p> <p>3 Examination by Mr. Beehler 05</p> <p>4 Examination by Mr. Garrison 108</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 5</p> <p>1 REID S. AMOS</p> <p>2 being duly sworn, was examined and deposed as follows:</p> <p>3 E X A M I N A T I O N</p> <p>4 BY MR. BEEHLER:</p> <p>5 Q Good morning, Commissioner Amos. I'm Jason</p> <p>6 Beehler. I'm counsel for Franklin University and Urbana in</p> <p>7 this case.</p> <p>8 My co-counsel, Mike Prascik, is with us by phone.</p> <p>9 THE WITNESS: Hi, Mike.</p> <p>10 MR. PRASCIK: Good morning.</p> <p>11 BY MR. BEEHLER:</p> <p>12 Q He was muted so you wouldn't hear him coughing.</p> <p>13 Let me just start by asking you what agreements or</p> <p>14 contracts are you aware of in which Franklin University</p> <p>15 agreed to be bound by the terms of the MEC Constitution and</p> <p>16 Bylaws?</p> <p>17 A Urbana University agreed to become a charter</p> <p>18 member of the Mountain East Conference in 2012. There is a</p> <p>19 signature from Dr. Steven Jones that bounds Urbana</p> <p>20 University to becoming a member of the Mountain East</p> <p>21 Conference as part of the NCAA application, which was</p> <p>22 delivered in November of 2012 to the NCAA, which I delivered</p> <p>23 in person, which required original signatures from all</p> <p>24 present that were part of the original application to become</p>

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1 an NCAA member. It was duly noted within that agreement
2 where all 12 institutions agreed to be a part of an
3 application to become members of a new NCAA conference.
4 They agreed to adhere to the bylaws and other organizing
5 documents of the conference should the NCAA approve of us
6 becoming a new conference, which we did.
7 So at the point that Franklin University acquired
8 Urbana University, which I believe was in 2014 if I'm not
9 mistaken, clearly my impression is that they inherited all
10 of those obligations.
11 Q That was a comprehensive answer, and I appreciate
12 that. Let me break that down a little bit.
13 So Urbana University was a charter member of the
14 MEC?
15 A **Correct, as listed in our Constitution.**
16 Q I understand. Thank you.
17 Just so I'm clear for the record, when I use the
18 acronym MEC, I'm referring to the Mountain East Conference.
19 A **Thank you.**
20 Q I know you know that.
21 A **We do the same.**
22 Q We like to make that clear for the transcript.
23 So Steven Jones, who you mentioned, was the CEO of
24 Urbana University or president; do you know?

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1 A **President.**
2 Q That was in 2012?
3 A **Uh-huh.**
4 Q I think I understood your answer, but can you just
5 clarify for me: What exactly was it that he signed to
6 consent to the MEC Constitution and Bylaws in 2012?
7 A **I believe it was provided as far as discovery.**
8 Q I'll tell you it may have been. We had a whole
9 bunch of problems opening those files. That had nothing to
10 do with you. That's my issue. So I have seen what you have
11 produced, but I saw it quickly and late at night.
12 A **Understood.**
13 Q So you may very well have produced it. I'm just
14 asking you: Was it a letter? Was it an agreement? What
15 was it?
16 A **It is a letter. It was part of a -- it was a**
17 **single document as part of a series -- an extensive series**
18 **of documents that were delivered to the NCAA as part of our**
19 **application as a new league.**
20 Q So there would be a corresponding signature from
21 each of the charter members of the MEC?
22 A **Correct.**
23 Q All right. So that's what happened in 2012,
24 correct?

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1 A **Correct.**
2 Q When was the application for the MEC approved by
3 the NCAA?
4 A **2013. I believe it was July ahead of us beginning**
5 **competition in September of 2013.**
6 Q So just to be clear, is there any comparable
7 signed document that was signed or executed by anyone from
8 Franklin University consenting to the Bylaws and
9 Constitution of the MEC?
10 A **Directly?**
11 Q Yes.
12 A **No.**
13 Q Have you ever had your deposition taken before?
14 A **No.**
15 Q This is the first time?
16 A **First time.**
17 Q Lucky you.
18 So let me sort of set forth some ground rules that
19 I will abide by and that I would like you to abide by, and
20 the only purpose is because Susan has the hardest job in the
21 room, and I want to make sure that we get a clear
22 transcript, and that will help us get you out of here
23 quickly. Okay?
24 A **Okay.**

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1 Q The first one, which you're doing a great job with
2 so far, is just to make sure you speak clearly so Susan can
3 hear what you're saying and I can hear your answers, and
4 that way we get a clear transcript. Is that all right?
5 A **Sure.**
6 Q The second one, which is a little more difficult,
7 is in regular conversation, it's very common for people to
8 overlap each other because you're going to know where I'm
9 going with my questions before I finish them, and I'm going
10 to know where you're going with your answers before you
11 finish them. I'm going to do my best to let you finish your
12 answer completely before I begin speaking, and I would just
13 ask if you can do the same. Again, that will help us get
14 out of here quicker.
15 A **No problem.**
16 Q You have to respond out loud with words. Nods of
17 the head, shakes of the head, gestures you may feel like
18 giving me at various points in the deposition just can't be
19 captured on the transcript. If you can answer in words, I'd
20 appreciate it. I'll try to help with that, and if you can
21 be mindful of that, I would appreciate it.
22 A **Thank you.**
23 Q It is very possible that I will ask you a question
24 today that you don't understand, mostly because it may just

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1 come out garbled. This is a little bit of witchcraft that
2 we do in these depositions. It's very possible I'll ask a
3 question that just doesn't make any sense. If that happens,
4 please just ask me to repeat it, ask it a different way,
5 tell me you don't understand it. I'll do my best to ask
6 another question. Okay?

7 This is not a hostage situation. Mike has been
8 kind enough to provide drinks and stuff, and I'm sure we'll
9 take breaks periodically, as I do for all of our sake.

10 If you need a break at some point just to get out
11 of the room, catch your breath, get a break, go to the
12 restroom, talk to Mike, swear in the hallway, whatever you
13 need is fine. All I would ask is if there's a question
14 pending, that you answer it and ask for a break, and then
15 we'll take any breaks you need as often as you need.

16 One curious thing about depositions is that Mike
17 very likely will object to some of my questions today.
18 That's normal in a deposition. What's not so normal is, in
19 your seat, it's weird to have your lawyer objecting and me
20 telling you to answer the question, but that's typically how
21 it goes. So Mike can make objections for the record, but
22 otherwise you have to answer the questions even over the
23 objection, unless your counsel tells you not to answer the
24 question, in which case I would suggest that you follow your

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1 counsel's direction, and we'll sort that out.

2 Again, I don't expect to be too terribly long
3 today, but if later in the deposition you remember something
4 that relates to a topic we covered earlier, that's totally
5 normal. Just let me know at a convenient time, and we'll go
6 back and cover that topic. Okay?

7 **A Uh-huh.**

8 **Q** I have some questions that sound personal. I
9 don't intend them to be. They are just designed to make
10 sure that you're competent to testify today.

11 Are you under the care of a physician for any
12 medical issues that would impact your ability to answer
13 truthfully and completely?

14 **A No.**

15 **Q** Are you taking any medications that would affect
16 your mind or memory?

17 **A No.**

18 **Q** As you sit here today, are you under the influence
19 of any drugs or alcohol?

20 **A No.**

21 **Q** Any reason you can think of that you can't answer
22 my questions truthfully and completely today?

23 **A No.**

24 **Q** So let's talk a little bit about the MEC.

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1 **A Uh-huh.**

2 **Q** It was founded in 2012?

3 **A Correct.**

4 **Q** Have you been the commissioner since then?

5 **A Correct.**

6 **Q** Let's start with this: Who were the charter
7 members?

8 **A Charter members were Urbana University, Shepherd**
9 **University, University of Virginia's College at Wise, West**
10 **Liberty University, Wheeling University, Fairmont State**
11 **University, West Virginia Wesleyan College, Glenville State**
12 **College, University of Charleston, West Virginia State**
13 **University, and Concord University. I believe that that was**
14 **12.**

15 **Q** Okay. I counted 11. I have them somewhere. I'm
16 not trying to trick you. I just wanted to know if you knew.

17 **A I answered with the other 11 other than Urbana.**
18 **Was Urbana in the list?**

19 **Q** Urbana was in there, yeah. You said Urbana and --

20 **A Notre Dame College is who I missed.**

21 **Q** Okay.

22 **A I'm pretty sure.**

23 **Q** I'm not going to hold you to it. I just wanted a
24 sense --

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1 **A Yeah. As a reference, they are listed in our**
2 **Constitution.**

3 **Q** Right. Yes. I know they are. Yeah. We may look
4 at that later. We may not.

5 Okay. Other than Urbana, have any of the charter
6 members left the conference since 2012?

7 **A Two institutions have departed, yes.**

8 **Q** That's Shepherd --

9 **A Correct.**

10 **Q** -- and UVA Wise?

11 **A Correct.**

12 **Q** Do you remember what years those were?

13 **A 2018.**

14 **Q** Both of them?

15 **A Yes. The 2018 was when they advised us that they**
16 **were departing and spent a final year as members of the**
17 **conference before making a transition in 2019.**

18 **Q** I think I read it last night, but where did
19 Shepherd go?

20 **A Pennsylvania State Athletic Conference.**

21 **Q** What about UVA Wise?

22 **A South Atlantic Conference.**

23 **Q** Other than Urbana, Shepherd and UVA Wise, any of
24 the charter members depart the conference for any reason?

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1 A No. Nine charter members are still members of the
2 league.
3 Q How many members total are there today?
4 A 12.
5 Q Who are the other three?
6 A That would be Frostburg State University.
7 Q Is that Virginia?
8 A No. Maryland.
9 Q Maryland. Okay.
10 A Davis & Elkins College, and Alderson Broaddus
11 University.
12 It should be noted that we also have an associate
13 member of the league, which is The University of North
14 Carolina at Pembroke. They play football with us.
15 Q I saw that also in the documents. Can you tell me
16 in your words what it means -- what's the difference between
17 an associate member and a member?
18 A A member has full rights and privileges as members
19 of the league. They are expected to compete in a certain
20 series of team sports, and then also essentially be general
21 good members of the league that support our ability to
22 provide as many sports as possible. We provide 23 sports as
23 a conference, and it's only recognized as a conference sport
24 if at least six institutions participate in a sport. That

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1 that gives you a general understanding of the purpose of a
2 full member.
3 An associate member is usually brought on to
4 balance the numbers, to enhance competitiveness and
5 essentially to fill a hole in a particular sport.
6 Bringing in North Carolina Pembroke, at the same
7 time, we brought in Davis & Elkins College. Davis & Elkins
8 College doesn't compete in football, but they compete in all
9 22 of our other sports. North Carolina Pembroke needed a
10 home for football as an independent, so we brought them in
11 to play football. A combination of Davis & Elkins and North
12 Carolina Pembroke, as an associate member, gave us 23 sports
13 that were being participated in by the combination of
14 bringing them in.
15 Q I see. Let me see if I can summarize. Regular
16 members are expected to or maybe required to participate in
17 at least six of the 23 sports?
18 A No, no, no. There are a certain number of team
19 sports that all members are required to participate in. I
20 might be able to quote them, but I don't think it's
21 relevant.
22 Then the NCAA expects that all institutions must
23 compete in a minimum of ten sports annually, but we offer
24 23. So the preference is -- we're attracted to members that

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1 compete in many more than the required ten by the NCAA
2 because of how many we provide.
3 Q So the members, generally speaking, compete in a
4 broad array of sports, and an associate member may compete
5 in --
6 A Whatever one we need.
7 Q -- only a handful or one?
8 A Yes.
9 Q So is football the only one for Pembroke?
10 A Yes. They had participated in other sports for a
11 short period of time before they had made a conference
12 change, which then provided them a conference home for other
13 sports in which they competed an associate in, indoor track
14 and field, women's swimming. Again, those were mutually
15 beneficial circumstances, which is why we invited them to
16 compete with us an associate.
17 Q Got it.
18 I have to confess I know almost nothing about
19 athletic conferences, so some of my questions today are just
20 designed to help educate me about how you guys operate?
21 A Sure.
22 Q Can you describe for me what's the organizational
23 or staffing structure of the MEC? You're the commissioner.
24 I interpret that as meaning you're the boss. Is that

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1 basically correct colloquially?
2 A That would be fair that ultimately I report to the
3 board of directors, which is the 12 presidents of our 12
4 institutions, and that's required by the NCAA. Every
5 conference is ultimately overseen by its presidents which
6 make up your board.
7 Q Don't take it the wrong way. Does that mean the
8 board hires and fires your position?
9 A That's correct.
10 Q Okay. So there is you. You report to the board?
11 A Uh-huh. Specifically the board president.
12 Q Who is that right now?
13 A The board president is currently J. Michael
14 Pressimone, who's the president of Notre Dame College. I
15 report to the board some, but on a day-to-day basis to the
16 board president.
17 Q Sure. Let's stick with the board for just a
18 moment. All right. So how long are the board members'
19 terms?
20 A They are members of our board as long as they are
21 presidents of their institutions.
22 Q I see. So he's the board president. Is that
23 considered an officer?
24 A That's correct. Those are two-year terms.

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1 Q Is there a renewal, or is it two years and then
2 you're out?
3 A **It's two years, and then you shift to past**
4 **president, and the vice president is elevated to president,**
5 **and then a new vice president/treasurer is elected.**
6 Q So I think this is correct, but if I'm wrong,
7 please tell me. Is the MEC a nonprofit organization?
8 A **Yes, 501(c)(3).**
9 Q It's a regular 501(c)(3). Okay. So it's like a
10 501(c)(3) board generally speaking, right?
11 A **Uh-huh.**
12 Q You've got president, vice president, secretary,
13 treasurer, correct?
14 A **Uh-huh.**
15 **THE COURT REPORTER:** Is that a yes?
16 **BY MR. BEEHLER:**
17 Q Is that a yes?
18 A **Yes. I'm sorry.**
19 **THE WITNESS:** Thank you, Susan.
20 **BY MR. BEEHLER:**
21 Q Okay. So that makes sense. I understand that.
22 A **Okay.**
23 Q All right. So you are generally accountable to
24 the boards -- specifically accountable to the board

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1 president on a more daily and weekly basis; is that
2 accurate?
3 A **That's accurate.**
4 Q Then who reports directly to you at the MEC?
5 A **I have a staff of three currently. The staff has**
6 **consistently been either two or three individuals that**
7 **report to me. Our current structure is a senior associate**
8 **commissioner, which is Allie DeWitt. We have two new**
9 **members of staff. One is Chris Thomas. He serves as our**
10 **director of strategic communications. And Jonathan Giffin**
11 **who serves as our MEC director of member services and**
12 **operations, which is a new title. So I had to think through**
13 **it.**
14 Q How long has Allie DeWitt been with the MEC if you
15 know?
16 A **Between five and six years. My recollection is**
17 **her first week was January of 2017.**
18 Q Has she always been in the role of senior
19 associate commissioner or something similar?
20 A **She began as assistant commissioner and has moved**
21 **up to associate commissioner, and now senior associate**
22 **commissioner following a recent departure.**
23 Q Who was the recent departure?
24 A **Adam Zundell. He now works for West Virginia**

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1 **University.**
2 Q So was he senior associate commissioner before
3 Allie?
4 A **Yes.**
5 Q Was he involved at all in the circumstances of
6 Urbana's campus closure and these issues we're here to talk
7 about?
8 A **When you say "involved," my staff would be advised**
9 **and aware of circumstances associated with potential**
10 **membership change, but as far as direct involvement, no.**
11 Q So it's a small ship, I realize. So he was aware
12 of it, but he wasn't directly involved.
13 A **He was aware of it, but no.**
14 Q Got it.
15 How long has Chris Thomas been with the MEC?
16 A **A few months.**
17 Q What about Jonathan Griffin?
18 A **Same.**
19 Q Was Allie DeWitt involved in Urbana's campus
20 closure and the issues we're here to talk about today?
21 A **No.**
22 **I'll give you a similar answer to Adam. The only**
23 **role that I think is relevant to the circumstances is the**
24 **fact that those two interchangeably would serve as recording**

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1 **secretaries for meetings quite often.**
2 Q That's board meetings?
3 A **Yes. And others, meetings of head coaches, our**
4 **athletic administrators, yes.**
5 Q Okay. So, again, I'm just trying to kind of
6 short-cut where we're going today. To the extent that the
7 MEC as an institution was communicating with Urbana about
8 the campus closure, the issues related to the exit fee, it
9 was primarily you; is that right?
10 A **Without question.**
11 Q Very well. That makes it easier.
12 I don't need to this to the penny, but what's the
13 total annual budget of the MEC?
14 A **A little over \$900,000.**
15 Q What are the major categories of revenue?
16 A **That would be dues from our member institutions,**
17 **which have always been \$25,000 a year. That would be NCAA**
18 **grants. There are two of them that we receive annually.**
19 **Out of that, all other revenues are some form of soft**
20 **revenues other than the NCAA funding that we annually**
21 **receive as a member conference and what we receive from our**
22 **members. We have small revenues from the operation of our**
23 **23 championships. Our basketball tournament is our most**
24 **highly attended event.**

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1 **We have gone from our initial year of not being**
2 **profitable to now earning 60-, \$70,000 annually through a**
3 **partnership. Outside of that, the revenue that we generate**
4 **from any other championship that we operate is nominal. A**
5 **couple thousand dollars.**
6 Q What about the major categories of expenses for
7 the MEC from your perspective?
8 A **Salaries and benefits would be roughly half, if**
9 **not a little more than half of our expenses, and the**
10 **remainder of our expenses are associated with providing**
11 **support to our 12 member colleges and universities, as well**
12 **as operating a championship event for all 23 sports,**
13 **including officiating expenses. Once it gets to the**
14 **postseason, that becomes our responsibility as opposed to**
15 **the institutions' responsibility, as well as all of the**
16 **expenses to put on 23 championship events. So we have to be**
17 **pretty frugal with the budget that we have to work with.**
18 Q Do you know what I mean when I say "going
19 concern"? Do you know what a going concern is as a
20 business?
21 **MR. GARRISON:** Object to the extent it
22 calls for a legal conclusion.
23 You can answer, if you know.
24 A **Help me with the definition.**

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1 **BY MR. BEEHLER:**
2 Q So I mean, I'm a lawyer, not an accountant, but
3 generally speaking, a going concern is a business that has
4 enough income and revenue to meet its expenses going
5 forward.
6 Is the MEC a going concern from your perspective?
7 A **I am confident that we, under the current**
8 **structure, have the ability to generate the revenue that's**
9 **necessary for us to meet the needs of our member**
10 **institutions, but our goal is to always be able to enhance**
11 **the experience for our student athletes, and the more that**
12 **we can generate, the better experience we can provide for**
13 **the student athletes who ultimately are making decisions to**
14 **enroll in our institutions.**
15 **So ultimately the better job that we can do, the**
16 **more satisfaction our institutions can create for their own**
17 **students and generate the next round of students that wish**
18 **to sign on, which generates revenue for our member**
19 **institutions.**
20 Q That makes sense. I think you've answered my
21 question, but I just to want tie this off.
22 A **Sure.**
23 Q I recognize that the MEC probably has goals in
24 terms of growth, membership, expansion of sports, whatever

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1 it is, but basically speaking, you're making enough money on
2 a month-to-month basis to keep the lights on, pay the bills,
3 pay your people and keep running; is that right?
4 A **In the short term, yes.**
5 Q Do you have a sense of what -- well, first of all,
6 is the fiscal year for the MEC January --
7 A **Academic.**
8 **I'm sorry. I didn't mean to interrupt you.**
9 Q That's okay.
10 So it's academic?
11 A **It's academic.**
12 Q So is it August to July, or how do you define
13 academic year?
14 A **July 1st to June 30th.**
15 Q Okay. Do you have a sense of what the MEC's net
16 revenue was for the most recent fiscal year? Again, it
17 doesn't have to be to the penny.
18 A **Right. So we're still closing out the books for**
19 **that fiscal year, but I would estimate that our net revenue**
20 **for that year is somewhere in the neighborhood of 100K,**
21 **which is a good year.**
22 Q Right. Right.
23 I don't think I asked you. You may have told me,
24 and I just don't remember already. Do you remember what

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1 years the three newer members of the conference came in?
2 A **If I think through it, yes.**
3 Q Approximate is fine.
4 A **I think I can give you exact. Frostburg State**
5 **entered in 2019. They reclassified from Division III to**
6 **Division II, which is a three-year process, which is why I'm**
7 **certain that that's accurate.**
8 Davis & Elkins College came in the same year, and
9 associate member North Carolina Pembroke came in the same
10 time as I noted earlier, and Alderson Broaddus University
11 joined us in 2020.
12 Q Are there any colleges or universities that are
13 presently under consideration to join the MEC?
14 A **With any level of significance, no.**
15 Q Does the MEC wish to add new members in the
16 short-term, the next year or so?
17 A We have consistently been at 12 members, which is
18 the number of charter members that we had. There is great
19 benefit, mostly to the institutions, with regard to travel
20 savings if you have any number of members that divides by
21 four. Four is too few; so is eight. We believe, as a
22 league, that 16 is too many. So we believe that the best
23 number, for the most efficient operation as a conference, is
24 12, which is why we have consistently made efforts to be at

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1 **12 over our history.**
 2 Q So, you know, when one of these colleges or
 3 universities, any of them wishes to join the MEC, how does
 4 that work? What's the process? Can you just walk me
 5 through how it happens to become a member?
 6 A **Sure. In very general terms, an institution,**
 7 **typically there is some level of verbal expression of**
 8 **interest through conversation. If they choose to formally**
 9 **pursue membership in our conference, a letter from the**
 10 **president, chancellor, CEO of an institution would then need**
 11 **to send a letter requesting that they have the opportunity**
 12 **to enter the membership process. Our membership committee**
 13 **would then make a decision as to whether or not they would**
 14 **be invited to the membership process, which then at that**
 15 **point, if approved, they could then develop a thorough**
 16 **application for our membership to consider.**
 17 **The membership committee would make a**
 18 **determination as to whether or not they wish to recommend**
 19 **advancing that application, and that application would then**
 20 **move on to the board of directors for the board to then make**
 21 **recommendations as to what our next steps would be. Not yet**
 22 **for approval, most likely we would then make a campus visit.**
 23 **We would then follow up with regard to any of the elements**
 24 **of the application that we had questions about are**

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1 thoroughly answered or we wish to have more information so
 2 that we could thoroughly vet an institution before making a
 3 determination as to whether or not we would ask them to join
 4 **the league.**
 5 Q At the risk of asking a stupid question, the
 6 membership committee is a committee of the board?
 7 A **Mostly board members, but not all.**
 8 Q All right.
 9 A **So typically the chair of our committee of**
 10 **athletic administrators, which is commonly an AD, as in**
 11 **director of athletics. So the chair of our ADs and SWAs,**
 12 **which is the committee of athletics administrators is, is**
 13 **typically on that committee, and often there is another AD**
 14 **and sometimes a faculty representative.**
 15 Q A faculty representative from one of the member
 16 institutions?
 17 A **Yes. There is a formal designation that the NCAA**
 18 **has called a faculty athletic representative. So every**
 19 **institution has a specific representative, which is referred**
 20 **to as an FAR. So one of the FARs is typically on the**
 21 **membership committee as well.**
 22 Q You mentioned the acronym SWA. What does that
 23 mean?
 24 A **Thank you. Senior woman administrator.**

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1 Q So it's a mixed committee of MEC board members and
 2 then sort of athletic staff from member institutions
 3 generally; is that right?
 4 A **Yes, but ones that are formal members of**
 5 **committees of the league.**
 6 Q All right. So that process that you just
 7 described -- well, let me ask it this way: That process
 8 that you just described has evolved and taken shape since
 9 the MEC was founded; is that right?
 10 A **The process is different when you're forming a new**
 11 **league, right? 12 institutions make the decision to come**
 12 **together and form a new conference. As a matter of fact, we**
 13 **are still the newest NCAA Division II conference ten years**
 14 **later. It's an arduous process creating a new league.**
 15 **So once you have one formed, this is a more common**
 16 **membership process that's not dissimilar from the ones --**
 17 **the 22 other conferences would engage in. The smaller**
 18 **things, of course, are different, but as far as the general**
 19 **approach, generally speaking, I would say that's how most of**
 20 **our other fellow conferences do it.**
 21 Q I think you answered it better than I asked it.
 22 What I was getting at, as I think you anticipated, was the
 23 process that you described to me is a little different from
 24 what Urbana and the other charter members went through,

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1 correct?
 2 A **Yes.**
 3 Q Just by necessity, right?
 4 A **Right.**
 5 Q All right. Well, just to tick these off -- and we
 6 will talk about the Franklin-Urbana deal in a little bit.
 7 Forget Urbana for a moment.
 8 Franklin University never expressed to the MEC, to
 9 your knowledge, interest in becoming a member; is that
 10 right?
 11 **MR. GARRISON:** I'm going to object to
 12 the extent it calls for speculation and a
 13 conclusion, but go ahead and answer.
 14 A **Okay. Would you repeat the question, please?**
 15 **(Whereupon, the record was read back by the court**
 16 **reporter as requested.)**
 17 A **That's correct. To that end, Franklin**
 18 **University's interest, when reaching out to me specifically**
 19 **in discussing their acquiring Urbana University as a**
 20 **subsidiary institution, was their interest in maintaining**
 21 **NCAA status for Urbana University because of the importance**
 22 **of them being able to continue to compete in collegiate**
 23 **athletics.**
 24 **There was a complicated membership waiver process**

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1 with the NCAA that we provided extensive support through to
2 help them navigate that, and part of navigating that
3 included the important elements.
4 I found a precedent with Augusta University and a
5 merger that had occurred in Georgia to provide them with a
6 path to maintain NCAA status for Urbana University to be
7 able to continue competing in athletics. The reason why
8 that precedent was important was that the institution that
9 Augusta University merged with did not have athletics.
10 So the fact that Franklin did not have athletics
11 and was not interested in participating in athletics as an
12 institution allowed them to operate Urbana as a wholly-owned
13 subsidiary through that membership waiver process.
14 **BY MR. BEEHLER:**
15 Q There was, to your knowledge, never a letter from
16 Franklin's president, CEO, chancellor to the MEC expressing
17 interest in Franklin becoming a member of the MEC; is that
18 right?
19 A Franklin's role was to own Urbana University so
20 that Urbana University could continue to operate
21 independent, though wholly-owned, which, again, was the
22 reason for the membership waiver process.
23 Where it became complicated was that ultimately
24 Franklin University wished to roll up Urbana University's

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1 accreditation under Franklin as opposed to operating two
2 separate accreditations, and that's what made the
3 circumstance particularly complicated with the NCAA.
4 Q We'll talk about that in a minute.
5 But, again, leaving Urbana aside for the moment,
6 Franklin, itself, never sent a letter to the MEC saying we
7 want to be considered as a member; is that right?
8 **MR. GARRISON:** I'm going to object to
9 the extent that you asked him to leave Urbana
10 aside. That's a legal conclusion.
11 Go ahead and answer if you understand
12 the question.
13 A Essentially what Franklin and Urbana were asking
14 of us, in assisting them in the process with the NCAA, was
15 for the NCAA being able to continue to consider Urbana as an
16 independent -- as having an appropriate level of
17 independence from Franklin University, despite the fact that
18 they essentially became a single entity in the eyes of the
19 NCAA.
20 **BY MR. BEEHLER:**
21 Q Yeah, and I understand that. The reason that I'm
22 asking to distinguish between Urbana and Franklin is because
23 there are two defendants in this case, and one of them is
24 Franklin.

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1 Is there anything on Franklin's letterhead saying
2 effectively to the MEC, Franklin wants to be a member of the
3 MEC? I think it's a simple answer, but you tell me.
4 A That was never Franklin's goal or interest. Their
5 interest was in Urbana being able to maintain its membership
6 in the Mountain East Conference and the NCAA as its owner.
7 Q Right. Because Franklin doesn't have sports
8 teams, right?
9 **MR. GARRISON:** Object.
10 **BY MR. BEEHLER:**
11 Q If you know.
12 A To my knowledge, has not had anything more than
13 intermural.
14 Q I don't even know if they have that to be honest
15 with you, but okay.
16 A **At one point, I believe they did.**
17 Q They may very well have.
18 All right. Then, again, the board -- and I'm
19 sorry. Did you tell me that the board decides to invite the
20 college or university or the membership committee?
21 A **Ultimately the membership committee makes**
22 **recommendations. The board of directors also may decide to**
23 **potentially invite.**
24 Q Got it.

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1 So there was never any recommendation from the
2 membership committee that Franklin be considered for
3 membership in the MEC; is that right? Franklin, itself?
4 A **It was more a matter for our board of directors**
5 **that it was clearly understood that Urbana would continue to**
6 **compete, though Franklin University became the owner of**
7 **Urbana University, and Franklin University assigned who the**
8 **CEO would be that would be the member of the board of**
9 **directors of the Mountain East Conference.**
10 **To answer your question, no, because it wasn't**
11 **what Franklin's interest was.**
12 Q So for a new member, whether it's Frostburg State
13 or one of the others that you mentioned, how does the MEC
14 communicate to that institution what their annual dues will
15 be?
16 A **Via email. We invoice the institutions annually.**
17 **Whoever the board member is receives the dues invoice, and**
18 **the athletic director is copied. The board agrees every**
19 **year as part of a budget approval as to what the dues will**
20 **be.**
21 **Something that we have taken pride in is the fact**
22 **that we have not had to raise our member dues in the**
23 **ten years that we've existed. They've consistently been**
24 **\$25,000 from Day 1.**

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1 Q I think you said this earlier, but that's across
2 the board for each member?
3 A Yes.
4 Q So there's not graduated membership dues or
5 anything?
6 A No, but there is an entrance fee for new members.
7 So new members essentially pay a \$50,000 fee to join the
8 league, which we have allowed institutions to spread out
9 over five years. So they pay the \$25,000 dues, plus \$10,000
10 a year for five years to join the league.
11 Q So it's not graduated by size or anything, but you
12 allow payment plans in terms of the entrance fee?
13 A In terms of the entrance fee, but not for the
14 dues. The dues are fully payable July 1st every year.
15 Q For a new member institution, do they sign any
16 documentation in indicating that they have received the MEC
17 Constitution and Bylaws?
18 A Within the membership agreement for new members,
19 my recollection -- I don't have them in front of me -- is
20 that part of what is required of them is that they agree to
21 adhere to them as part of membership, which is similar to
22 the 12 organizing members, which included Urbana University
23 as a charter member. All of their presidents agreed to
24 adhere to the operating documents of the league at the point

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1 that they signed on to join. So yes.
2 Q So this may be a step after the process that you
3 described to me of the board recommending the next steps and
4 then vetting. Presuming that the membership committee and
5 the board conclude that an institution should be admitted as
6 a member, then what happens? Do they have to sign a
7 membership agreement as an actual contract?
8 A Yes. Essentially if the board approves them for
9 membership, then at that point, I become authorized to work
10 through the contractual obligation of them joining the
11 league, the timeline upon which they will be, again,
12 competing as a member of the Mountain East Conference and
13 the other important elements so that they can transition to
14 joining our league.
15 Q Again, it may very well be in what you have
16 produced to us. I just don't remember if I saw it. So
17 there would be a membership agreement for each of those
18 newer institutions that you mentioned?
19 A Uh-huh.
20 Q Yes?
21 A Yes. That is correct.
22 Q Okay. Is there any document like that membership
23 agreement for Urbana University or, no, because they were a
24 charter member?

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1 A Page 6 of our NCAA application is the agreement by
2 all 12 presidents that were charter members of the Mountain
3 East Conference to agree to abide by the Bylaws and, by
4 extension, the Constitution, the sport policies and all of
5 the policies of the league, the NCAA requires that of any
6 applying institutions that make up an application to a new
7 conference.
8 So in effect, the same commitment was made by
9 those 12 presidents as part of the application in 2012 that
10 we then individually bind schools to when they sign on to
11 become new members of the league.
12 Q Right. Is there any document similar to these
13 membership agreements we've been talking about that bears
14 the signature of anyone from Franklin University to your
15 knowledge?
16 A No, because we did not believe one was required.
17 Q Is there any document similar to these membership
18 agreements bearing a signature of anyone from Urbana after
19 the original NCAA application in 2012?
20 MR. GARRISON: Would you repeat the
21 question?
22 MR. BEEHLER: Yeah.
23 BY MR. BEEHLER:
24 Q Is there any document signed by anyone from

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1 Franklin similar to the membership agreement after that
2 original 2012 application to the NCAA?
3 A When you say "similar to the membership
4 agreement," how would you define that? Once I have a new
5 member join us, I wouldn't have a need to have a similar
6 document because they are already a member.
7 Q Yeah. I'm sorry. I didn't ask that very well. I
8 think I'm making it complicated.
9 So Urbana signed the original NCAA application in
10 2012, correct?
11 A Correct.
12 Q After that time, is there any membership agreement
13 or signed document by Urbana University agreeing to be bound
14 by the Constitution and Bylaws. I think the answer is no
15 because you just said there is no reason for it, right?
16 MR. GARRISON: I object to your summary
17 of his testimony, but go ahead and finish the
18 question.
19 BY MR. BEEHLER:
20 Q That was it.
21 A No, because the obligation doesn't change.
22 Q In conjunction with either the membership
23 agreement or receiving a membership offer generally from the
24 MEC, does a new member institution receive a copy of the

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1 Constitution and Bylaws?

2 **A All new member institutions receive a copy while**

3 **they are going through the membership process. They are**

4 **publically available on our website.**

5 (Whereupon, a discussion was held off the record.)

6 **BY MR. BEEHLER:**

7 **Q Okay. So I understand that they are available on**

8 **the website.**

9 **A We direct them to them for download. We provide**

10 **them to them as attached PDFs to email communications.**

11 **Q Is that something that would come from you or**

12 **Allie or who?**

13 **A It would typically come from me as part of the**

14 **membership process.**

15 **Q Do you recall ever sending the Constitution and**

16 **Bylaws to Franklin as a part of their transaction with**

17 **Urbana and the circumstances that followed?**

18 **A I'm confident that there were conversations with**

19 **the number of presidents that represented Urbana University**

20 **over the years that we consistently communicated with them**

21 **with regard to the obligations that they had as a charter**

22 **member of the league, and we got into some detail on that**

23 **front associated with our efforts to support Urbana's**

24 **efforts to remain an NCAA member, which was required for**

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1 **them to continue to be a Mountain East Conference member.**

2 **So there would have been many circumstances where**

3 **those that represented Franklin University, and Urbana**

4 **University by extension as it owned it, were very familiar**

5 **with our Constitution and Bylaws.**

6 **Q So let's stick with that point for a moment. You**

7 **said communications with the various presidents of Urbana.**

8 **Do you know, as you sit here, who that would have been --**

9 **who those communications would have been with?**

10 **A I'll be impressed if I could name them in order.**

11 **Q I know it was sort of a revolving door for a**

12 **little while.**

13 **A Initially, that would have been Steven Jones who**

14 **was a member of our board. That would have been followed by**

15 **Kirk Peterson, I believe. That would have been followed by,**

16 **I believe, Pamela Shay. Then Alex Capdeville. I'm sorry.**

17 **I skipped George Lucas. George Lucas followed Peterson, and**

18 **then Pam Shay, and then Alex Capdeville, and then**

19 **Christopher Washington, all of whom I had numerous**

20 **communications with.**

21 **The majority of them I had worked with at some**

22 **point or another with regard to, quite frankly, saving**

23 **Urbana University quite a bit of money in third-party**

24 **counsel that would have been required working with NCAA**

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1 **experts.**

2 **Instead, we took that on to assist them in**

3 **managing their way through that NCAA membership waiver**

4 **request, which ultimately was successful which preserved**

5 **their membership in the NCAA.**

6 **Otherwise, their intention, as had been expressed**

7 **to me by leadership, was that Franklin University intended**

8 **to move Urbana to the NAIA if there was not success achieved**

9 **in maintaining their NCAA membership.**

10 **Had they moved to the NAIA -- it's a national**

11 **organization -- they would no longer have been eligible to**

12 **be a member of our league. They would have been exposed to**

13 **our exit fee at that time, which we made every effort to**

14 **help them avoid, as we valued their membership and wanted to**

15 **maintain them as a member of the Mountain East Conference.**

16 **Q So each of those people that you mentioned, Steven**

17 **Jones, Kirk Peterson, George Lucas, Pam Shay, Alex**

18 **Capdeville, and Chris Washington, each of them was president**

19 **of Urbana University; is that right?**

20 **A Yes.**

21 **Q Okay. Well, I guess, first: Do you recall**

22 **specifically sending any of them the Constitution and Bylaws**

23 **of the MEC?**

24 **A Do I specifically recall it? No. Am I confident**

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1 **that I did and/or communicated where they access it? Yes.**

2 **Q All right. Do you recall ever sending a**

3 **Constitution and Bylaws to Dr. David Decker at Franklin**

4 **University?**

5 **A Do I recall it? No.**

6 **Q What about anyone else at Franklin specifically?**

7 **Do you recall sending the Constitution and Bylaws to anybody**

8 **there? I realize that you consider those folks at Urbana**

9 **part of Franklin. I'm asking to you separate those two for**

10 **the moment.**

11 **MR. GARRISON: I'm going to object to**

12 **this. I'm going to object to you drawing a**

13 **conclusion that it's separate when it's convenient**

14 **for you to make them separate and to combine them**

15 **when it's convenient to combine them.**

16 **I'm going to caution the witness to**

17 **answer to what he knows and to his recollection.**

18 **Your question calls for a conclusion**

19 **that you prefer but does not exist.**

20 **Go ahead and answer the question if you**

21 **can understand it.**

22 **A I'll do my best to answer the question.**

23 **I go through an on-boarding process with every new**

24 **member of the board. Included in that is directing them to**

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1 where our Constitution and Bylaws are, walking them through
2 an understanding of the general operating procedures of our
3 league.
4 I'll note that on multiple occasions, people that
5 were referenced as the president of Urbana University would
6 often communicate with me with a Franklin email. So at
7 times it would be difficult for me to discern whether or not
8 somebody worked for Franklin or worked for Urbana.
9 **BY MR. BEEHLER:**
10 Q Who communicated with you from a Franklin email?
11 A I'm confident that Pam Shay did, and I'm confident
12 that on -- while not the majority of occasions, I'm
13 confident that on some occasions, historically, Christopher
14 Washington did.
15 Q So you have used a couple of times today the
16 phrase "wholly-owned subsidiary" to describe Urbana's
17 relationship with Franklin. Do you recall saying that?
18 A Yes. That is what they asked us to refer to them
19 as.
20 Q What does that mean to you?
21 **MR. GARRISON:** Objection to the extent
22 it calls for a legal conclusion.
23 You can answer.
24 **BY MR. BEEHLER:**

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1 Q What's a wholly-owned subsidiary?
2 A A wholly-owned subsidiary means that Urbana
3 University is owned by Franklin University.
4 Q Is your understanding that --
5 A And operated. I'm sorry. I'm sorry.
6 Q Go ahead. Go ahead.
7 A No. Owned and operated.
8 Q All right. Is your understanding that a
9 wholly-owned subsidiary is a separately owned legal entity?
10 **MR. GARRISON:** Same objection.
11 You can answer if you know.
12 A I'm not a legal expert.
13 **BY MR. BEEHLER:**
14 Q Neither am I. All right.
15 What's your understanding of what Franklin
16 University acquired in the transaction with Urbana
17 University, if you know?
18 A My understanding, based on communications with the
19 administrators that I previously noted and others, is that
20 Franklin University acquired Urbana University and all of
21 its debts and operational obligations and intended to
22 continue to operate Urbana University under its ownership.
23 Q Well, let me just ask: Did the MEC receive copies
24 of the deal paperwork between Franklin and Urbana; do you

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1 know?
2 A I don't recall.
3 Q The testimony so far from Dr. Decker and
4 Dr. Washington has been that Franklin acquired the assets of
5 Urbana University. Do you remember that being the case?
6 A Among other things, yes.
7 Q When you say "among other things," you mean your
8 recollection is that Franklin acquired not just the assets
9 but other things also? Is that what you mean?
10 A The guess the definition of "assets" is what I'm
11 unclear on.
12 Q Well, I can't remember if it was Dr. Decker or
13 Dr. Washington, one of them testified specifically that
14 Franklin did not acquire the contracts of Urbana University,
15 do you remember that being the case or not?
16 **MR. GARRISON:** I'm going to object. He
17 wasn't at the depositions.
18 **BY MR. BEEHLER:**
19 Q Yeah. I'm not asking you about the deposition.
20 I'm asking you if you remember that being the case or not.
21 A Such a distinction was never shared with me.
22 Q Fair enough.
23 Generally speaking from your perspective, what are
24 the benefits to member colleges and universities of

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1 membership in the MEC?
2 A How long do you have?
3 Q As long as you want.
4 A The better job that we do as a conference
5 providing outstanding experiences for Division II student
6 athletes, the better position we're placing our institutions
7 in being well positioned for meeting their missions and
8 goals and other objectives.
9 A very specific one is enrollment. In a highly
10 competitive higher education environment, small-college
11 students quite often are pursuing a collegiate experience in
12 combination with pursuing the opportunity to get a degree.
13 There are a lot of options that students have.
14 If somebody is not going to be chosen by a
15 Division I athletic program, a major college, and receive a
16 full scholarship, then the choice often is between and am I
17 simply going to go be a student at a major college or do I
18 want that collegiate experience where I can continue my
19 athletic career while I'm pursuing my degree.
20 In many of our institutions, some of our
21 institutions the majority of their students also participate
22 in collegiate athletics. And without a quality experience
23 in collegiate athletics, that would denigrate whether or not
24 a student is going to make the choice to be a student

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1 athlete and come to one of our member institutions.
2 At the point that we were founded, the conference
3 that the majority of our institutions were a part of started
4 in our league with the same number of sports, 16 at the time
5 in 2013, and we have expanded that systematically over ten
6 years to now 23 sports.
7 More opportunities for students to have a chance
8 to be a collegiate student athlete, which also serves the
9 dual benefit for our member institutions of more recruiting
10 opportunities to bring more students in.
11 Ultimately the more students you bring in, the
12 more revenue you have, the more affordable you can make your
13 education for the students that come to your campus. And
14 the more affordable you become, the more attractive you
15 become to the next generation of students that you recruit.
16 So for that and many other reasons, that's what I
17 do every day. My goal is to help make our 12 member
18 institutions -- where a lot of my colleagues, their focus is
19 just on running an athletic conference. Mine is that and
20 being an important cog in the wheel of helping our
21 institutions not only survive in a very challenging higher
22 education environment, but to thrive and continue to be
23 around for decades to come.
24 Q So to sort of boil that down, it helps the member

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1 institutions recruit students which also drive the revenue,
2 correct?
3 A Uh-huh.
4 Q Yes?
5 A I apologize. I was drinking some water. Yes.
6 Q You're allowed to drink water.
7 Again, this might be a stupid question because I
8 don't know that much about athletic conferences, but can a
9 college or university be an NCAA Division II member without
10 being a member of a conference like the MEC?
11 A You can, but it's very difficult. There are
12 currently only two independent members. I'm almost certain
13 that's correct. There are only two independent members of
14 more than 300 in NCAA Division II, and that's mostly driven
15 by how difficult it is to operate in college athletics
16 unless you're a member of a conference, especially at our
17 level.
18 Q Is it fair to say that one of the benefits
19 generally that member colleges and universities enjoy is
20 access to the NCAA?
21 A No.
22 I think the most important element of being a
23 member of a conference is certainty of scheduling. If you
24 don't have certainty in scheduling, you have a significant

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1 number of unknowns associated with cost in trying to execute
2 a schedule. I can go into more detail on that.
3 But at the end of the day -- for example, in
4 football, one of the most important founding principles of
5 our league was to secure a consistent football schedule for
6 all of our member institutions. Football is the most
7 expensive sport to operate. If you have to spend too much
8 money operating football, it negatively impacts all of your
9 other sports because of how expensive it is to operate.
10 A large part of what led to the Mountain East
11 Conference being formed is the majority of our members were
12 part of a conference that only had seven football-playing
13 members, and conferences around them were playing more and
14 more games inside their conference. So we had schools
15 driving to Missouri and Louisiana and Delaware and places
16 like that trying to find football games.
17 Where at the point that we started a league with
18 12, we had 11 of them that were football-playing members at
19 the time that we started. Ten out of 11 games were already
20 figured out, and we thought that going forward it would help
21 all of our other sports become more competitive.
22 None of our schools had ever won a national
23 championship prior to the formation of the Mountain East
24 Conference. Over the last ten years, we've won six despite

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1 having small-enrollment institutions.
2 I think we've helped our schools control their
3 costs, which is beneficial to them overall obviously, but it
4 has also allowed them to become more competitive, which is a
5 better experience for their student athletes, which, again,
6 assists with not only enrollment but retention of their
7 student athletes.
8 It's a little longer answer than I think you were
9 looking for, but hopefully that helps paint the picture.
10 Q No. I understand. That's helpful. I wasn't
11 asking what's the most important kind of benefit, but is it,
12 generally speaking, a benefit to the member colleges and
13 universities that their pathway to the NCAA is easier? Is
14 that fair to say?
15 A That wouldn't be an accurate characterization, but
16 I think I understand what you're getting at, so I'm going to
17 help with that. So being a member of the NCAA, roughly half
18 of the NCAA Division II budget -- I'm currently chair of the
19 NCAA Division II championship's committee. So the 25 sports
20 operating under Division II all report to the committee that
21 I'm chair of, which gives me some additional knowledge that
22 could be helpful here.
23 Currently NCAA Division II operates on a budget
24 for all 300-plus of its institutions of about \$44 million.

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1 Half of that is spent on championships. So if you win a
2 Mountain East Conference championship as a NCAA Division II
3 member, if you win our tournament championship in
4 basketball, you automatically qualify for the NCAA
5 championship, and all of that budget is directed towards
6 those 25 championships.

7 For our member institutions, if you reach a
8 national championship level, as in an elite aid in
9 basketball, the NCAA is paying for all of those expenses for
10 your student athletes to participate. So it's the quality
11 of experience for them to get the opportunity to participate
12 in those championships, and the institution doesn't have to
13 foot the bill for that participation once they reach that
14 level.

15 Those are some key elements of the benefits of
16 being a member of the NCAA, and, quite frankly, versus any
17 other competing entity. The NCAA runs, in my estimation,
18 outstanding championship events, which are great experiences
19 for student athletes, and I've been directly involved with
20 them for nearly 20 years.

21 Q Let me ask you this. I have a handful of
22 questions, and then we can take a break.

23 A Okay.

24 Q From your perspective, are there benefits to being

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1 a member of the MEC as opposed to another athletic
2 conference -- other athletic conferences?

3 A Absolutely.

4 Q Okay. What are they generally?

5 A When do you want to take that break?

6 So, again, we've been focused on being a 12-member
7 conference. I am absolutely focused on trying to, as
8 efficiently as possible, create schedules for our members
9 that help them manage costs better as a member of our league
10 than they could in any other competing league. It's most
11 important -- when I say "competing league," unlike major
12 colleges, UCLA may be willing to fly to Rutgers to play a
13 basketball game. We're not willing to do that, nor do we
14 have the budget for it.

15 So we have to position ourselves versus other
16 conferences that are in our general regions of the country.
17 Right? Because Division II simply would not have the
18 ability to travel, nor would the other members of the
19 conference want to travel in return. So my focus
20 consistently, to promote stability for our league, is to be
21 in a position where we consistently are at 12 members.

22 Because if I know anything, anything divided by
23 four allows me to create what are called travel partners.
24 When I can create travel partners, you can have an

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1 institution -- if you choose to, if it's helpful from a cost
2 management standpoint -- when they travel to this region of
3 the footprint of our conference in three states, they can
4 play this opponent, and on the same road trip play that
5 opponent and go home, or we can send them here and in the
6 same week have that travel partner play them at home.

7 So when you have things that are divided by four,
8 we greatly lessen our costs, which can then be redirected
9 toward improving the student athlete experience. Because at
10 the end of the day, travel really doesn't create great
11 benefit and experience. It's just something that you have
12 to do if you're going to go play games.

13 Q Right.

14 A So as an example, I share that.

15 Q Okay. That sounds fine.

16 All right. To flip back, what are the benefits,
17 generally speaking, to the MEC of having colleges and
18 universities as members?

19 A Well, there is no reason for us to exist -- if
20 we're there, we exist to serve them. So my goal is to have
21 12 institutions that very clearly feel that being a member
22 of our conference is a better circumstance for them than any
23 other that they can choose.

24 Q Again, without being cute about it, you mentioned

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1 the existence. So, you know, obviously the MEC gets member
2 dues. That's some benefit, right? At least a chunk of your
3 budget comes from membership dues; is that fair?

4 A Yes. Again, my mentality is that we're here to
5 serve. Essentially, myself and my staff of three, what we
6 do every day is serve our 12 colleges and universities.

7 Essentially looking at it that every one of us is eight and
8 a half percent owned by our 12 members. We're there to
9 equitably serve our 12-member institutions, and everything
10 we do past paying our people to work and the benefits that
11 they receive, which I mentioned is roughly half of where our
12 revenue goes, the other half is to operate our championships
13 on behalf of all of our members. So essentially, anything
14 that benefits the MEC is ultimately to benefit our
15 membership.

16 Q Yeah. I understand that. That's the nature of a
17 nonprofit, right?

18 A Yeah, certainly in this case.

19 Q Because it's not supposed to inure to the benefit,
20 right? I understand that.

21 A Yeah.

22 Q I guess what I'm getting at is it's not completely
23 a one-way street, right? There are benefits to the MEC,
24 right? It gets to exist. It gets revenue. It gets some --

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1 does it get some status with the NCAA, or how would you
2 characterize that?
3 **A Sure. The general nature of what we do is**
4 **competition.**
5 **Q Right.**
6 **A So every conference pursues wanting to be the best**
7 **conference that it can be and to be recognized as one of the**
8 **best NCAA Division II conferences, which is something that**
9 **we pursue regularly.**
10 **Q Sure. Before I forget, would you consider a**
11 **conference like the PSAC to be sort of a competitor of the**
12 **MEC, or how would you describe that?**
13 **A Yes. I mean, that's --**
14 **Q Okay. I mean, it's not like the SEC or the Big**
15 **Ten or something, right? Those aren't really your**
16 **competitors, are they? Or are they?**
17 **A No. I wish they were. The difference between the**
18 **SEC and how we operate at this level is like the difference**
19 **between the moon and a pebble.**
20 **Q Sure.**
21 **A You know, a million dollars is rounding error to**
22 **the SEC in their annual operating costs.**
23 **Q I live in Columbus, Ohio, don't forget. That**
24 **much, I do know.**

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1 **A So you understand.**
2 **Q I do.**
3 **A So we're all members of the same larger**
4 **association. There is more 1,000 institutions that are part**
5 **of the NCAA, but there are distinct differences between**
6 **Division I -- the upper and lower tiers of Division I are**
7 **massively different. Then what we do in Division II, which**
8 **is based on a partial scholarship model, our student**
9 **athletes generally are receiving athletic scholarship funds**
10 **that reduce the cost of their education as opposed to making**
11 **it free, but, again, they are wishing to pursue the**
12 **opportunity to continue playing their sport while pursuing**
13 **an education. So it's extremely different.**
14 **So I would consider any of the other 22**
15 **Division II conferences, especially the ones that are near**
16 **us geographically, to be ones that we at some level compete**
17 **with.**
18 **Q That's because of the travel schedules and the**
19 **costs and all that stuff, right?**
20 **A Well, Division II is based regionally. So we**
21 **share a region with the CIAA to our south and the PSAC to**
22 **our north and east. So in the overwhelming majority of the**
23 **23 sports that we operate, when we have teams make it to the**
24 **NCAA postseason, we don't -- in Division II, because of**

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1 **cost, we don't ship teams all over the country. We start by**
2 **having eight regional competitions. Then who emerges from**
3 **eight regional competitions in most of our sports is who**
4 **then advances to the national championship, typically eight**
5 **teams with one representing each region. So we most**
6 **commonly are competing with the PSAC and the CIAA because we**
7 **share the Atlantic region with them.**
8 **Q Gotcha. Just because I'm curious, is it usually a**
9 **bus ride rather than a flight for the student athletes?**
10 **A Most certainly. As a matter of fact, we have**
11 **specific rules in Division II. Just for context, I formally**
12 **chair the NCAA Division II football committee, and before**
13 **that, chair of the NCAA Division II mens golf committee.**
14 **I've been in a chair debating what the limit should be where**
15 **you have to ride a bus versus whether or not you get to be**
16 **on a plane.**
17 **In managing our NCAA budget, we're all members of**
18 **the NCAA, so in Division II, we collectively operate the**
19 **governance to determine how we're going to utilize what**
20 **funds we have as NCAA members. Currently that's 600. If**
21 **you're under 600 miles, enjoy the bus ride.**
22 **MR. BEEHLER:** All right. Let's go ahead
23 and take a break.
24 (Whereupon, a short break was taken.)

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1 **BY MR. BEEHLER:**
2 **Q I forgot to ask you at the beginning: Should I**
3 **call you "Commissioner Amos" or should I call you "Reid"?**
4 **What's more comfortable to you?**
5 **A Typically, my answer to that is, in a formal**
6 **setting, Commissioner Amos.**
7 **Q Fair enough.**
8 **Commissioner Amos, I'm going to hand you what has**
9 **been previously marked as Exhibit No. 17. It's the Mountain**
10 **East Constitution. I don't think we're going to go through**
11 **this in great detail, but I do have a couple questions.**
12 **So the copy that I have, as you can see on the**
13 **first page of Exhibit No. 17, says that the Constitution was**
14 **established November 19th of 2012. Do you see that?**
15 **A Yes.**
16 **Q I think that's consistent with your testimony**
17 **earlier, right?**
18 **A I believe so.**
19 **Q Then just before below that it says "Version 1.4,**
20 **updated August 28th, 2018." Do you see that?**
21 **A Yes.**
22 **Q I haven't been able to find it again. It could be**
23 **my error or slowness going through the documents. I haven't**
24 **been able to find board meeting minutes or some record of**

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1 that August 28th, 2018 amendment.
2 **A That is the date that we imparted the changes as a**
3 **result of board action through our series of minutes.**
4 **Q Well, let me start -- back up a bit.**
5 Again, I don't need an exact number, but can you
6 tell me roughly how many times has the Constitution been
7 amended since 2012?
8 **A Three or four.**
9 **Q All right. A handful?**
10 **A Yes, a handful.**
11 **Q Again, generally, what is the process by which it**
12 **gets amended?**
13 **A Two-thirds vote by the board of directors. We**
14 **would either, through committee or by assignment of the**
15 **board, make a series of recommendations for potential**
16 **changes to the Constitution. In certain circumstances, we**
17 **would share potential changes with our committee of athletic**
18 **administrators for their feedback, but ultimately the board**
19 **of directors by a two-thirds vote is what would be required**
20 **to make any constitutional changes.**
21 **Q So is it accurate that any changes to the MEC**
22 **Constitution would be reflected in the board minutes?**
23 **A Yes.**
24 **Q Do you recall the -- well, first of all, has the**

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1 Constitution of the MEC been amended or updated since
2 August 28th of 2018?
3 **A No.**
4 **Q Do you recall the circumstances under which the**
5 **August 2018 amendments took place?**
6 **A I would have to go back to check my notes to know**
7 **precisely what those changes were in 2018. My recollection**
8 **is, is that what was done in 2018 was a light audit to**
9 **ensure that the changes that were intended through board**
10 **action had all occurred accurately.**
11 **Q You used the phrase "light audit." Do you**
12 **distinguish that from more substantial changes, I take it?**
13 **A No. You notice that we have notes of like when**
14 **something particularly was revised. We have a date listed**
15 **on those revisions. So essentially what our staff's effort**
16 **was is to review everything, versus our minutes, to make**
17 **sure there wasn't something that we had missed, was part of**
18 **that process during that particular year. I don't recall**
19 **that there was anything of significance other than just**
20 **syntax elements to repair.**
21 **Q So just for example, on Page 2 of the**
22 **Constitution, which is actually Page 3 of the document --**
23 **A Right.**
24 **Q -- there's that note under Article III that says**

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1 "revised 7/10/15." Do you see that?
2 **A Uh-huh.**
3 **Q That's what you are referring to in terms of the**
4 **notes?**
5 **A Yes.**
6 **Q Got it.**
7 **A Yes. So our charter members are all listed in our**
8 **application. For example, I think that there was just a**
9 **syntax error that we corrected in the paragraph, but because**
10 **there was a change, we noted it.**
11 **Q Got it.**
12 I know that some but not all non-profits will have
13 either the board president or treasurer or secretary or
14 somebody sign revised copies of the constitution or the
15 bylaws. Does the MEC do that?
16 **A We do not. We do, after changes are made,**
17 **distribute it to the entire board providing the opportunity**
18 **for any concerns to be expressed, comment.**
19 **Q I think you answered this, but just to be clear:**
20 **So the Constitution -- forget the Bylaws for the moment --**
21 **has not undergone any changes or amendments since Urbana**
22 **ceased its operations; is that right?**
23 **A That's correct.**
24 **Q As far as you know?**

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1 **A As far as I can I recall. I do not remember that**
2 **there's been any -- no, I don't believe that there has been.**
3 **Q So what's the process by which the Bylaws are**
4 **amended?**
5 **A Similar.**
6 **Q Same?**
7 **A Yes, very similar.**
8 **Q Have the Bylaws of the MEC been changed or amended**
9 **since Urbana ceased its operations?**
10 **A I don't believe so, no.**
11 **Q Do you remember the last time the Bylaws were**
12 **amended was?**
13 **A Not without the document in front of me.**
14 **Q Okay. Do you anticipate any amendments to the**
15 **Constitution as a result of Urbana's closure and/or how this**
16 **dispute has transpired?**
17 **MR. GARRISON: I'm going object to the**
18 **extent it calls for speculation.**
19 **You can answer.**
20 **A Not at this time.**
21 **BY MR. BEEHLER:**
22 **Q What about the Bylaws, same question?**
23 **A Same.**
24 **Q Has the MEC ever been sued?**

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1 A No.
2 Q Has the MEC ever filed litigation other than this
3 lawsuit?
4 A No.
5 Q Have you ever been involved in any litigation in
6 your role as commissioner?
7 A No. I want to clarify. There are lawsuits
8 against the NCAA and I'm a member of the NCAA, but I've had
9 no direct involvement in any lawsuit. No.
10 Q You sort of anticipated my next question. Have
11 you ever been involved in any litigation in any of your
12 capacities, either personal or professional?
13 A I guess I would have to ask for what's the
14 definition of "involved"?
15 Q So you mentioned these lawsuits against the NCAA.
16 Is that something you might have to testify in --
17 A I don't believe so.
18 Q -- or you're just like a named --
19 A Not even that.
20 Q You're just aware --
21 A The only thing I can think of is because I'm a
22 chair of a national committee, there could be a circumstance
23 that I could be called because of my involvement at that
24 level, but nothing I can think of, no.

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1 Q Okay. Let's talk about Urbana specifically.
2 Before Urbana's deal with Franklin in 2014, did Urbana
3 communicate to you in any way that it was experiencing
4 financial hardship?
5 A Yes. Specific conversations, I can't necessarily
6 recall, but I knew that they were facing some difficulties,
7 yes.
8 Q All right. I wouldn't expect you to recall any
9 specific conversations in 2014, but you were aware that they
10 were having money trouble, generally speaking, or I guess
11 what were you aware of?
12 A That they were facing difficulties that were
13 similar to what -- they aren't alone among small colleges in
14 facing some issues like that. So I was aware.
15 Q Did anyone from Urbana communicate to you that, in
16 the first half of 2014, their financial trouble got so bad
17 that they were going to miss payroll? Do you remember that
18 at all?
19 A I don't recall whether or not -- I ultimately
20 learned that, but I don't recall if I learned it before or
21 after the fact.
22 Q That's fair.
23 So Urbana went through this process of NCAA
24 membership review. Do you recall that?

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1 A Uh-huh.
2 THE COURT REPORTER: Yes?
3 A Yes. I apologize.
4 BY MR. BEEHLER:
5 Q It's weird, isn't it?
6 Okay. So, first of all, what is a membership
7 review and why does it happen? If you want to answer it
8 specifically for Urbana, that's fine. I just don't know
9 that much about it.
10 A It's easiest if I do, I believe.
11 Q Okay. Go ahead. That's fine.
12 A That's an answer that literally could take a day.
13 Q Give me the CliffsNotes.
14 A I'll do my best.
15 So essentially the NCAA has had difficulty in
16 dealing with mergers over time. Right? Because the
17 mentality is that there needs to be -- even if there's not
18 independence in the ownership, there needs to be
19 independence in the operation of an athletic program.
20 There is an example in Pennsylvania right now.
21 There are three institutions that have the same backroom
22 state ownership, but because they are independently
23 operating their athletic departments, the NCAA is allowing
24 them to continue to do that, but essentially they are one

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1 entity, similar to what we have with Franklin operating
2 Urbana.
3 So what the NCAA needs to establish is that there
4 is an appropriate level of independence in any athletic
5 operation, even if the overall operation of a university or
6 two of them is essentially one entity, which is essentially
7 what -- Franklin operated only one athletics department, but
8 Franklin was operating that athletics department by owning
9 and operating Urbana University. So those are the elements
10 that the NCAA needs makes clear. Ultimately, the membership
11 committee says, yes, this is okay, it's an NCAA member.
12 Hopefully that answers your question.
13 Q Yeah. That's helpful.
14 So for Urbana -- okay. So, first of all, Urbana's
15 membership review was triggered by the deal with Franklin;
16 is that right?
17 A By the fact that Franklin began to operate it.
18 Initially, it was the efforts working with the NCAA was
19 associated with -- okay. You're one entity now. Franklin
20 University owns you and is operating you, but initially they
21 were operating Urbana under separate accreditation, and then
22 the membership review happened again because Franklin rolled
23 up Urbana's accreditation under Franklin, which then made it
24 operating as a single entity. So then that's what

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1 triggered, from the NCAA membership standpoint, is their
2 appropriate independence in operating athletics.
3 Where in the case I shared with you in
4 Pennsylvania, it was more complicated because there were
5 three entities being operated by the same ownership, which
6 this was a less complicated circumstance because Franklin
7 was only operating one athletic department, and it was the
8 one that it owned at Urbana University.
9 Q So do I understand correctly that there were
10 actually two separate membership reviews?
11 A Yes. I think you could define it that way, yes,
12 because initially it was -- the NCAA Division II membership
13 committee specifically needed to review the circumstances
14 where Franklin owned Urbana, but they were separate
15 accreditations, and then ultimately there was a single one
16 making them a single entity.
17 Q Right. In both of those membership reviews, the
18 NCAA concluded that there was sufficient independence of
19 Urbana's athletic programs; is that right?
20 A In this case, it wasn't as impactful because there
21 was only one operating athletic department owned by
22 Franklin. It would have become much more complicated if
23 they wanted to operate two.
24 Q Right. So in other words, if Franklin had its own

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1 athletic programs, that makes it more complicated, right?
2 A From an NCAA standpoint?
3 Q Correct.
4 A But ultimately it's the same entity.
5 Q Got it.
6 So I think the answer to -- again, I'm not trying
7 to be cute. I think the answer to my question was yes, the
8 outcome of both of those reviews ultimately was the NCAA
9 looked at it and for whatever reason said there is
10 sufficient independence in the athletic operations for our
11 sake?
12 A I wouldn't --
13 Q How would you say it?
14 A I would characterize that associated with what's
15 occurring in Pennsylvania. That's not how I would
16 characterize it in this case.
17 In this case, it was -- I want to make sure that I
18 say this correctly. There was a merger. Initially, the
19 merger did not include merging the accreditations.
20 Q Right.
21 A Ultimately, it did include merging the
22 accreditations, which then invoked the same membership
23 questions by the NCAA.
24 So it's not a matter of appropriate independence.

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1 The only way that independence is relevant is if multiple
2 athletic departments are operated by the same ownership. In
3 this case, there is no independence because it is the
4 same -- it is the same entity.
5 Q Okay. Maybe I misunderstood. You had used the
6 phrase "appropriate level of independence." Let me just ask
7 it this way: For the first NCAA membership review of Urbana
8 or the first phase --
9 A Yes.
10 Q -- what was the NCAA's conclusion at the end of
11 that review?
12 A Well, I'm trying to recall exactly whether or not
13 it was a delay in the action taken by the NCAA or -- because
14 my recollection is we were approaching a point of the NCAA
15 taking action, and then that was when Urbana and Franklin,
16 instead of being under separate accreditations owned by
17 Franklin, were going to merge into one, and it just started
18 the process all over again is my recollection.
19 Q I think I thought these were simpler questions
20 than they were.
21 A Well, the NCAA is involved.
22 Q I won't tell them you said that.
23 All right. Let's try it this way. Well, did the
24 NCAA membership review conclude eventually?

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1 A It did conclude.
2 Q So what happened at the conclusion?
3 A What happened at the conclusion is that the in
4 NCAA -- as a matter of fact, we have a document that shows
5 that it was a petition made by Franklin University to the
6 NCAA that includes Franklin University's brand on the
7 request for Franklin to be able to operate athletics through
8 Urbana University. When the petition was made to the NCAA,
9 it included Franklin University.
10 Q So I appreciate that. My question was what
11 happened at the conclusion of the NCAA?
12 A They allowed Franklin University -- I apologize.
13 I did not intend to interrupt.
14 Q I understand. Go ahead.
15 A They allowed Franklin University to operate
16 athletics under Urbana University as a branch campus of
17 Franklin.
18 Q Okay. I know there has been a fair amount of
19 testimony about the accreditation question. To be candid,
20 I'm not that interested in it, but I do want to know: Why
21 did it matter to the MEC or does it matter to the MEC?
22 A Well, as far as the accreditation and whether or
23 not it was rolled up or not?
24 Q Yes.

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1 **A** Okay. It mattered to the MEC because if Urbana
2 University doesn't maintain NCAA membership, then they can
3 no longer be a member of our league, which -- and we valued
4 Urbana University and our relationship with Franklin
5 University which, you know, from our standpoint, from 2014
6 on, was one and the same.

7 We valued Urbana University competing in our
8 league and wanted that to continue. So it also served
9 Urbana University and Franklin University and its student
10 athletes and the viability of that campus in the long term.

11 So the efforts that we made to help them maintain
12 their NCAA membership was not only in the interest of that
13 we valued their membership and wanted them to continue. We
14 felt it was in the best interest of one of our members.

15 **Q** Sure, and I can tell that from the communications.

16 I guess what I'm getting at is -- I can't remember
17 if it was the Higher Learning Commission or it was the NCAA,
18 but there were all these questions about which institution
19 is going to be the degree-granting university. I don't mean
20 to suggest that you're callous, but that wasn't your main
21 concern; is that fair? The nuts and bolts of the
22 accreditation and all that stuff is not really your
23 bailiwick?

24 **A** It becomes that if it's going to impact whether or

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1 **not the NCAA says they can remain a member.**

2 **Q** Sure.

3 **A** That was a key question by the NCAA in the
4 membership questionnaire, and it was who would be the
5 degree-granting institution. My recollection is that
6 Franklin University was the degree-granting institution, but
7 there was Urbana branding listed in addition to it being a
8 Franklin University degree.

9 **Q** I think that's right. Basically, I think that the
10 degree says Urbana, but I think it may be signed by
11 Dr. Decker. I don't remember.

12 So those things matter to you because you want to
13 maintain Urbana as a member and continue to serve, you know,
14 that member institution and its students. Is that a fair
15 characterization?

16 **A** I would add to that, that it was also in the best
17 interest of Franklin.

18 **Q** Sure. And the conference, too, right?

19 **A** Well, sure.

20 **Q** Yeah.

21 **A** Yeah. The hope is, as often as possible, that the
22 members that we serve, that those goals are mutual. In this
23 case, they certainly are -- were.

24 **Q** Okay. In terms of the functional operation of the

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1 athletic programs at Urbana, did you notice a change in
2 those programs between the time of separate accreditation
3 and the time of unified accreditation?

4 **A** Whether or not -- yes, but I don't think that
5 necessarily would be the direct cause. I think the direct
6 cause was more increased investment. I felt very clearly
7 that Dr. Washington and Franklin University, I think often
8 at the request of Dr. Washington, continued to see their
9 branch campus as something worthwhile, an investment. Quite
10 frankly, when we see institutions make investments in their
11 athletic programs, generally speaking, we see enrollment go
12 up, which is a goal of every institution that's a member of
13 our league.

14 The difference that I saw was -- I think at the
15 point that that occurred was also at about the same time
16 that Franklin University elected to make an increasing
17 investment in its branch campus.

18 **Q** Franklin and/or Urbana, they spent quite a bit of
19 money to upgrade and improve the athletic facilities at
20 Urbana, right?

21 **A** Yes.

22 **Q** Is that fair?

23 **A** Yeah. Yeah. Franklin did that with its branch
24 campus, yes.

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1 **Q** I'm not going to hold you to the number, but I
2 think it was something on the order of 15 million dollars
3 over several years. Does that sound about right?

4 **A** I don't have any reason to suggest that it's not.
5 I'm not certain.

6 **Q** Were you involved in discussions about those
7 improvements?

8 **A** Yes. More on an individual basis with regard to
9 assisting them in -- the goal for us is that we want to
10 improve the facilities not only for their own student
11 athletes but for the student athletes that come in and
12 visit. It's not unusual for the conference to be consulted
13 on plans when improvements are made so that we can help them
14 get the best result for their investment.

15 **Q** Did anyone from Urbana ever indicate to you in any
16 way that they desired to leave the MEC and to go another
17 conference?

18 **A** I don't recall that anyone from Franklin or its
19 branch campus ever expressing significant consideration of
20 another league. That's not to say it was never discussed
21 because it's incumbent upon me to consistently assess
22 membership satisfaction among our members.

23 So were there discussions about the comparison of
24 us versus other options? Yes. Were we ever approached

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1 about serious consideration of alternative membership? No.
2 Q I ask because it sounded, from Dr. Washington's
3 testimony, like he at least felt that Urbana was a fairly
4 enthusiastic member of the MEC.
5 A **Certainly under his leadership. I don't know**
6 **where he found the time, also being a provost for Franklin,**
7 **as well as being the president or CEO or whatever it was**
8 **they termed him at their branch campus, but, yes, he was a**
9 **very enthusiastic member of our board. I think he breathed**
10 **a lot of energy and life into the branch campus that they**
11 **invested in.**
12 I was always amazed when I'd meet with him in
13 person how many of the students on that campus that he knew
14 by name, and he would stop and have individual conversations
15 with.
16 He breathed life and energy into that campus, and
17 I think that he sensed that I had a similar feeling about
18 being an advocate for all 12 of our colleges and
19 universities. From that standpoint, we always saw many
20 things very similarly, in my estimation.
21 Q Did Urbana pay its annual dues?
22 A **Always.**
23 Q So the process was around July 1st of each year,
24 the MEC would invoice Urbana for those dues?

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1 A **That's correct.**
2 Q Is there an expectation of how long the member
3 institutions have to pay it?
4 A **Generally speaking, we prefer that they are paid,**
5 **as often as possible, within 30 days. Half of our members**
6 **are state institutions.**
7 Q It takes time.
8 A **Sometimes it takes a little bit longer.**
9 Q Okay.
10 A **But we don't financially penalize institutions for**
11 **being late. Usually they will keep us up to date. What we**
12 **can do, if something is lagging too long, is we have the**
13 **ability to remove their privileges, and that is what we**
14 **would do if they were not paying in a timely fashion.**
15 Q I see.
16 I can't remember if I asked you: Did Urbana and
17 the other charter members pay an entrance fee originally in
18 2012?
19 A **That's been a while ago now. So what we did with**
20 **that initial year -- because we didn't have competition, but**
21 **we had all of the efforts to make application to the NCAA to**
22 **get up and running to be at a point that we were prepared to**
23 **start competing. So we came up with a budget of what it**
24 **would take to work through that first year, and all of the**

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1 charter members agreed to -- after the point of application,
2 to provide -- we had an application fee at the NCAA. If my
3 memory is working properly, I think it was \$5,000 an
4 institution. So that was \$60,000 of that year's budget.
5 They paid me to serve in the role that I served in
6 for that period of time until we got a full operation up and
7 running. Then the expenses that I had for travel, meetings
8 on campuses. I had to visit them all individually to get
9 their original signatures on the application that we turned
10 in in November of 2012.
11 So I wouldn't call -- term that an entrance fee,
12 but it was the investment the 12 institutions mutually made
13 to apply as a new member conference.
14 Q So maybe start-up costs rather than an entrance
15 fee?
16 A I would say that's accurate. We may have termed
17 something that. I would just need to go back and look at
18 how we termed it.
19 Q I was just wondering how that worked with the
20 entrance fee.
21 A **Yes.**
22 Q Do you recall that Urbana periodically co-branded
23 some of its athletic department materials with the MEC?
24 A **All of our campuses do that.**

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1 Q So is there some publicity benefit of that
2 co-branding to the MEC -- helpful to the MEC in terms of
3 promotion and publicity?
4 A **It's helpful to us in assisting us in serving them**
5 **and building their individual brand and brands associated**
6 **with one another all as part of the same organization. So**
7 **we don't receive any financial benefit from it.**
8 I think that we develop more -- I'm searching for
9 the term. Brand loyalty. You want all of your members to
10 be a proud of being a member of their conference. So there
11 is mutual benefit in that.
12 Q Do you remember when you first learned that Urbana
13 was going to have to close?
14 A **I do.**
15 Q How did you learn that it was first going to
16 close?
17 A **A phone call from Dr. Christopher Washington, my**
18 **recollection is less than an hour before it was announced to**
19 **staff at Franklin's branch campus.**
20 Q What do you recall about that phone call? Do you
21 remember what he said to you or how you responded?
22 A **I don't recall any specific phrases. I just**
23 **remember more of the general tone of the conversation. As I**
24 **alluded to earlier, Dr. Washington and I -- I felt we had**

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1 become rather close. He had become vice president of our
2 board. I was in the beginning of working with him on the
3 vision for the league going forward. We had informal
4 conversations when I would visit campus or at other -- at
5 championship events that he might have come to.

6 My sense was extreme disappointment that he
7 expressed to me in that Franklin wasn't going to continue
8 their investment in their branch campus.

9 Q Do you recall him explaining in any detail the
10 reasoning behind the decision to close the campus?

11 A I don't recall details associated with that. I
12 felt that his more primary concern, which was my more
13 primary concern at that point, the people that were going to
14 be affected. It was obvious to me that he wasn't looking
15 forward to delivering that message to people that he had
16 been representing and encouraging to move Franklin's branch
17 campus of Urbana forward on a consistent basis.

18 I've always felt that he was a man of strong
19 vision and saw where Urbana was, and I felt like he would
20 continually encourage Franklin to invest in its branch
21 campus of Urbana. I sensed that he was disappointed that --
22 and I believe that he expressed such when I asked him about
23 it. I expressed disappointment for him that they weren't
24 going to continue to carry that vision forward, because I

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1 did feel that they were doing some very good things and were
2 becoming an increasingly valuable member of the Mountain
3 East Conference, and that was the general nature -- we
4 couldn't speak for very long because he was preparing
5 himself to deliver a very difficult message.

6 So through what's required from the conference
7 through the course of those conversations, I've also
8 indicated to him what was incumbent upon the institution to
9 advise us that they would -- that they needed to formally
10 advise us in writing that they were no longer going to
11 compete as a member of the MEC.

12 Q Yeah. I know there was a letter or email or both
13 maybe at some point. So it was stating the obvious. This
14 was in the wake of the pandemic, right?

15 A Yes.

16 Q Did he discuss that with you on the call, if you
17 remember?

18 A Not at great length. I don't seem to recall that
19 we talked about it very long.

20 Q All right. So Dr. Washington called you. What
21 did you do in response to that call? Did you notify your
22 staff? The other board members? What happened?

23 A It was incumbent upon me to inform the board of
24 directors as quickly as possible. I asked that their

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1 knowledge -- in any membership circumstance like that, it's
2 just incumbent upon our board to ensure that we're not
3 getting out ahead of any announcement that an institution
4 would make. But as I have knowledge, I'm to inform them.
5 I'm bound to do so.

6 So I advised them as quickly as possible of the
7 announcement that was coming later that morning. It was
8 about the same time that Dr. Washington told me that he was
9 advising the staff, was about the point that I informed our
10 board. I don't remember the exact times. It all happened
11 relatively quickly that morning.

12 Q Did any of the board members respond to that
13 initial communication?

14 A I'm sure they did. I don't recall who and the
15 nature of them, but essentially the important message to
16 them was that I would need to compile them soon for us to
17 discuss how we move forward.

18 Q Right. After that initial call from
19 Dr. Washington, did you have other telephone conversations
20 with him about the closure of Urbana that you recall?

21 (Whereupon, a discussion was held off the record.)

22 A As you might imagine, I have a lot of phone
23 conversations.

24 BY MR. BEEHLER:

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1 Q I'm sure you do.

2 A It's much easier for me to remember the content of
3 conversations than it is to remember how many I've had or
4 the timing of them.

5 Q Sure.

6 A I do believe that he and I spoke on more than one
7 occasion. I believe we spoke again after we talked that
8 morning, but as issues associated with the prescribed exit
9 fee developed, we no longer were speaking by telephone.

10 Q Gotcha.

11 Did you interact with Larry Cox?

12 A Often.

13 Q Am I correct that he was the athletic director of
14 Urbana?

15 A That's correct.

16 Q Urbana had its own chief executive, correct?
17 Dr. Washington?

18 A In Dr. Washington, yes.

19 Q And the others that you mentioned previously?

20 A Yes.

21 Q The coaches worked for Urbana, right, or do you
22 know?

23 A Well, I never saw what one of their paychecks
24 looked like, but most things that I saw had some co-branding

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1 because it was a branch campus of Franklin. From a
2 structural standpoint, they are employees of the branch
3 campus.
4 Q That was part of the submission to the NCAA,
5 right, that it was maintaining its current athletic
6 department structure, athletic programs and athletic
7 director?
8 **MR. GARRISON:** I'm going to object to
9 the extent it's vague. I don't know what you mean
10 by "it." Maybe rephrase the question.
11 **BY MR. BEEHLER:**
12 Q So it wasn't part of the submission to the NCAA,
13 an assertion that Urbana was going to maintain its current
14 athletic department structure, athletic programs and
15 athletic director? Do you recall that?
16 A Yes. The NCAA was going to permit that, despite
17 the fact that it had transitioned to being owned by Franklin
18 University as a branch campus. It becoming a branch campus
19 of Franklin is what invoked the entire circumstance, in
20 summary.
21 So they put you through the paces of asking you
22 those questions. What will change in the operation of your
23 athletic department? The answer is we're now owned by
24 Franklin University, we're a branch campus, but the

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1 structure will remain largely the same.
2 Q Right. In fact, their mascot remained the same,
3 too, right?
4 A There was -- I seem to recall that there were
5 discussions at one time -- I don't remember with which
6 president -- as to whether or not they were going to --
7 through the course of the merger, whether or not they were
8 going to rename Urbana "Franklin at Urbana," similar to like
9 Penn State Behrend or Ohio State Newark.
10 I recall there being discussions as to whether or
11 not Franklin felt that was the best approach. Ultimately
12 they decided that even though they'd become one entity, they
13 still wanted to give Urbana some level of feeling, from a
14 marketing standpoint, from a positioning standpoint, that it
15 still had that brand, even though it would become one
16 entity. If I recall, I believe those conversations started
17 with Pam Shay. They were trying to decide what would be the
18 best way to brand it after Franklin owned it.
19 Q But they didn't re-brand it as Franklin at Urbana,
20 right?
21 A Well, they didn't, but they considered it.
22 Q Right. When Urbana became a charter member of the
23 MEC, they were the Blue Knights, correct?
24 A Uh-huh. I'm sorry. Yes.

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1 Q Thank you. They were still the Blue Knights when
2 the campus closed, right?
3 A Yes.
4 Q Who is Mary Hendrix?
5 A President of Shepherd University.
6 Q They were a charter member of the MEC?
7 A They were.
8 Q Do you recall that Mary Hendrix contacted the MEC
9 board members directly in June of 2018 to say they were
10 leaving the conference for another conference?
11 A Well, she contacted the other board members in an
12 effort to mitigate their required exit fee. She contacted
13 the conference office directly to advise us that they were
14 departing.
15 Q Yeah. I think there might have been a notice from
16 the university -- a written notice from the university to
17 the MEC at the end of May of 2018?
18 A They had a May 30th deadline so that they could
19 establish their exit date.
20 Q I see.
21 So you do recall that Shepherd sent a letter to
22 the MEC in May of 2018 about leaving the conference; is that
23 right?
24 A Correct.

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1 Q Then Mary Hendrix sent this separate email
2 communication to the board members in early June. Do you
3 recall that?
4 A I do.
5 Q Then on June 30th, the MEC board instituted the
6 change to the exit fees. Do you remember that?
7 **MR. GARRISON:** I'm going to object to
8 the form of the question.
9 **BY MR. BEEHLER:**
10 Q You can answer.
11 A The exit fees weren't changed at that time.
12 Q It was the --
13 A The exit fees were changed in 2018. They were
14 increased by a unanimous vote of the board, including Urbana
15 University's president at the time, George Lucas.
16 Q So the change in June of 2018 was that no
17 mitigation would be afforded to the members?
18 A Which wasn't a change. It was an affirmation that
19 any exit fee that was prescribed by our Constitution and
20 Bylaws would not be reduced.
21 Q Well, just so I understand, you're saying -- well,
22 let me ask it this way: Was text added to the Bylaws as a
23 result of the June 30th, 2018 board meeting?
24 A No.

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1 Q Why did it need to be reaffirmed?

2 A So that it was made clear to Shepherd University,
3 and, quite frankly, any other institution that as
4 considering the possibility of no longer completing in the
5 Mountain East Conference, that we would fully pursue --
6 through every appropriate avenue, that we will fully collect
7 every exit fee that our membership has agreed to.

8 Q That discussion at the board meeting and
9 reaffirmation was occasioned by the notice from Shepherd
10 that it was leaving for another conference?

11 A It was occasioned by the fact that Dr. Hendrix
12 asked to either have the prescribed exit fee reduced or
13 completely set aside. So the board took action to make it
14 clear we're not going to do that.

15 By the way, in the affirming action that was taken
16 in 2018, it was seconded and supported by Dr. Washington.

17 Q Yeah. I know. All right. So is it fair to say
18 that that discussion and reaffirmation at the June 30th,
19 2018 meeting would not have happened but for the
20 communication from Shepherd that it was leaving the
21 conference? Was there any reason for that to be on the
22 agenda other than what was going on with Shepherd?

23 A No, because that was the position our board had
24 already held with Virginia Wise who had advised us on a

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1 much -- on a greatly preferred timeline. Virginia Wise
2 consistently kept us up to date with regard to its
3 intentions, and so we had a much more orderly departure with
4 them, and they understood their exit fee. Never questioned
5 it. They simply asked if they could pay it in two
6 installments, and we were able to amicably complete that.
7 Dr. Hendrix was just hoping that their fee would be reduced,
8 and our board unequivocally said no.

9 Q But that was a direct result of their conference
10 jumping, right?

11 A Of their departure of the Mountain East
12 Conference, which I stated that Virginia Wise had done the
13 same year.

14 Q They left for another conference, too, right?

15 A The occasion was because they asked for the fee to
16 be reduced -- the prescribed exit fee to be reduced. That
17 was the occasion for the reaction by the board, which put us
18 in a position to then make it clear the exit fee is due and
19 a date certain was established for Shepherd to pay the exit
20 fee by.

21 Q You may have said this already, and I apologize if
22 I'm asking it again. Shepherd left for another conference?

23 A The PSAC.

24 Q So did University of Virginia Wise?

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1 A The South Atlantic Conference.

2 Q So is the MEC's motion that each of them gave the
3 required amount of notice in terms of time under the Bylaws?

4 A That's the purpose of the May 30th timeline. You
5 have to advise us by May 30th, which establishes the exit
6 date of three years and one month later. So if we're
7 advised May 30th of 2022, then that establishes an exit date
8 of July 1st, 2025.

9 Q Right.

10 A If you continue to compete as a member of the
11 conference until July 1st, 2025, you can depart without exit
12 fees. Otherwise, it's a graduated exit fee for any
13 institution that no longer meets the expectation of the
14 Constitution and Bylaws, including competing in a league.

15 Q So how long, after Shepherd gave its notice in May
16 of 2018, did it continue to compete in the MEC?

17 A One more year. They competed one more season.

18 Q That's the reason for the \$50,000 fee?

19 A Correct, because we had a full year of notice
20 before their departure.

21 Q How long did the University of Virginia Wise
22 continue to compete?

23 A Same.

24 Q Which is the same?

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1 A They just advised -- yes, it was the same year,
2 same timeline. They just advised us of their departure
3 sooner ahead of May 30th than Shepherd did.

4 Q Was there something going on in 2018 that was
5 causing these universities to leave?

6 A No. I'll very quickly characterize -- at the
7 point that Virginia Wise was a charter member with us, they
8 were very transparent in sharing with us that there was only
9 one conference that they would consider being a member of
10 versus the Mountain East Conference, and that was the South
11 Atlantic Conference.

12 To quote the athletic director at the time, he
13 said, "We both know that's never going to happen." Well,
14 never didn't last very long. That conference was made up of
15 only private institutions for 50 years. Because of the
16 value that they also saw in Virginia Wise, they opened their
17 doors to a public institution, and they significantly
18 lessened their travel with that transition.

19 All of those elements, because of their
20 transparency and their communication with us, it was very
21 amicable, as you can see in the elements that you've shared.

22 It wasn't necessarily so with Shepherd.

23 Q Got it.

24 Was anyone, besides you, at the MEC -- I'm talking

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1 about the MEC staff now -- involved in communicating with
2 Urbana about the campus closure and what was going to happen
3 as a result?
4 **A I don't believe any staff members had any**
5 **involvement.**
6 Q Do you still have Exhibit No. 17, the
7 Constitution, in front of you over there?
8 **A I do.**
9 Q Can you look at Page 2 again, the third page of
10 the document?
11 **A Sure.**
12 Q Same place we looked at before. I just didn't
13 cover it. So under Article III, which is titled Membership,
14 the first kind of unnumbered subsection is Charter Members,
15 and then there is a list there of the charter members. Do
16 you see that?
17 **A I do.**
18 Q I think those are the ones that you recited to me
19 earlier.
20 Are you aware of any document listing either
21 charter members or members of the Mountain East Conference
22 that includes Franklin University, the main Franklin
23 University?
24 **A I think invoking charter members would be 2012.**

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1 **That was prior to their acquisition of Urbana as a branch**
2 **campus.**
3 Q So the answer to that one is no, right?
4 **MR. GARRISON:** Let him finish his answer
5 instead of answering for him.
6 **A So I believe that my answer leads to, no, as it**
7 **would not have been possible for that to have been the case**
8 **at the point the charter members were established.**
9 **BY MR. BEEHLER:**
10 Q All right. Are you aware of any document
11 associated with the members of the MEC that lists Franklin
12 University as a member?
13 **A No, because Franklin University consistently**
14 **positioned Urbana University as a branch campus of Franklin**
15 **to continue to market it as Urbana, whether or not it was a**
16 **branch campus of Franklin. So it was requested by Franklin**
17 **that we continue all listings of their branch campus as**
18 **"Urbana."**
19 Q Are there current members of the MEC that are
20 contemplating leaving the conference for another conference?
21 **A Can I ask that you're more specific?**
22 Q So I think you've given me all the current members
23 of the MEC.
24 **A Uh-huh.**

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1 Q Are you aware of any of those members
2 contemplating leaving the MEC for another athletic
3 conference?
4 **A To my knowledge, there is no serious contemplation**
5 **of departure for another league.**
6 Q Okay. Serious or not, are you aware of any
7 contemplation among the members leaving to go to other
8 conferences?
9 **A I'll answer that by saying I think everybody**
10 **assesses the value of what they have currently versus what**
11 **other options that they have. So if you're asking me to**
12 **speak on behalf of my 12 members, my hope is that if there**
13 **is any contemplation, at the conclusion of that**
14 **contemplation, they realize that where they currently are is**
15 **the best place for them to be.**
16 Q I know you don't want them to leave, but have any
17 of the members communicated to you, hey, we're taking a look
18 at another conference?
19 **A Among our current membership, no, not to my**
20 **recollection. We have had conversations about them**
21 **assessing other leagues, which was part of my previous**
22 **answer. The best way to assess the value of what you**
23 **currently have is versus the value of alternative options.**
24 **So I've had discussions with current ADs about the value of**

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1 **being where they are versus anything else that might be**
2 **considered, which has not led to consideration of departure**
3 **in any conversations with me among current members.**
4 Q What happened with UNC Pembroke and the Peach Belt
5 Conference? Did they get some kind of grace on the exit fee
6 for a particular sport, or was there consideration of that
7 at some point?
8 **A Not to my knowledge.**
9 Q Does UNC Pembroke have a different arrangement
10 with the MEC? They do because they are an associate member,
11 right?
12 **A Any associate member in any conference would --**
13 **those terms are very different. The way that we generally**
14 **structure our relationship with them is that they pay a fee**
15 **to participate in a particular sport. Our current agreement**
16 **with them is with football. They will compete in football**
17 **with us through at least 2026 is what we have mutually**
18 **agreed upon.**
19 Q Is their structure of exit fees different as a
20 result?
21 **A They don't pay a \$25,000 annual dues. So an exit**
22 **fee is prescribed and agreed to by the board for each**
23 **individual member that joins you as an associate, but the**
24 **terms of being a full member versus being an associate**

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1 member are listed within our Constitution.
2 Q So what is UNC Pembroke's -- what are their annual
3 dues, if you know?
4 A I would have to check. I don't recall. I don't
5 recall exactly what it is because it changed as a result --
6 remember I shared with you that they competed in multiple
7 sports prior?
8 Q Right.
9 A I believe it is approximately \$7,500, and that's
10 to compete in one sport. So they are paying a premium to
11 participate in one sport on a per-sport basis, which is not
12 unusual for associate memberships.
13 Q Just for football?
14 A Right.
15 MR. BEEHLER: Okay. Why don't we take a
16 ten-minute break and let me get my head together,
17 and I think we can finish up relatively quickly.
18 THE WITNESS: Okay.
19 (Whereupon, a short break was taken.)
20 BY MR. BEEHLER:
21 Q So Commissioner Amos, I have handed out a copy of
22 what was previously marked as Exhibit No. 3 and used at the
23 deposition of Dr. David Decker. Do you recognize that
24 letter?

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1 A I do.
2 Q Just to kind of summarize it, this is the letter
3 that George Lucas, who was then president of Urbana
4 University, sent to the NCAA regarding the switch from dual
5 accreditation to consolidated accreditation, correct?
6 A Correct.
7 Q So I just want to direct your attention on the
8 first page of Exhibit No. 3, the fourth and fifth paragraphs
9 in the kind of bottom third of the page. It's the paragraph
10 beginning, "Should a single accreditation." Do you see
11 that?
12 A Yes, I do.
13 Q The second sentence reads as follows: "Meeting
14 the federal definition of a branch campus, Urbana University
15 will maintain an administration body separate from that of
16 Franklin University, including separate presidents, as well
17 as executive leadership, as the two entities serve very
18 different student bodies." Do you see that?
19 A I do.
20 Q First of all, was that a true and accurate
21 statement as far as you know?
22 A As far as I know, that was how Dr. Lucas felt it
23 important to position him in their response to the NCAA.
24 While it met the federal definition of a branch campus, it

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1 still was one that was owned and operated by Franklin
2 University.
3 Q First of all, do you know, where is the federal
4 definition of a branch campus? Do you know where that
5 definition is found?
6 A I do not know. I trust that Dr. Lucas was
7 appropriately representing himself.
8 Q I have a feeling it's buried in the Code of
9 Federal Regulations somewhere, but I wondered if you knew.
10 It's true that Urbana did maintain an
11 administration body separate from that of Franklin, correct?
12 A The only exception that I can think of is that
13 Dr. Washington served as both provost at Urbana -- excuse
14 me -- provost at Franklin, as well as the chief executive
15 officer at Urbana.
16 Q But those were two separate roles, right?
17 A You would have to ask -- you would have to ask
18 him.
19 Q Any other exceptions that you believe exist?
20 A No others come to mind, but to me it certainly
21 demonstrates the continuing interdependence under one
22 ownership.
23 Q Do you agree with the statement that the two
24 entities serve two very different student bodies?

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1 A Yes, as I would agree that Penn State University
2 and Harrisburg and Penn State University Behrend serve very
3 different student bodies, and that's a branch campus at Penn
4 State, as was the University of Virginia College at Wise and
5 University of Virginia.
6 Q Was UVA Wise a wholly-owned subsidiary? Do you
7 know how it's structured?
8 A I don't know exactly how it's structured, no, but
9 one element that was important was that the CEO at the
10 University of Virginia College at Wise was referred to as
11 chancellor, and ultimately that chancellor -- and I believe
12 they referred to their board as a board of visitors, but
13 ultimately they reported to the main campus.
14 Q All those old-schoolies have a bunch of weird
15 titles.
16 A That's right. That's right. They do.
17 Q Because they go back 400 years.
18 A It was very similar. You bring that up -- it was
19 very similar in function in that ultimately anything that
20 Urbana wanted to do of any substance required that Franklin
21 signed off on. Similar structure for Virginia Wise with
22 UVA.
23 Q How do you know that?
24 A Through my experience working with the board

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1 members and what they would report to me was their charge as
2 far as their coordination with their -- are you referring to
3 specifically UVA?
4 Q Well, no. So let's stick with Urbana.
5 A Okay.
6 Q Were there individuals from Urbana who indicated
7 to you we can't really do anything without signoff from
8 Franklin?
9 A I don't believe that's how I characterized it, but
10 it was clear that Franklin University was running the show.
11 Q Well, I'm asking how do you know that? Are there
12 specific decisions you remember that Urbana undertook that
13 had to get approval from Franklin?
14 A I would state that it was Dr. Washington often
15 imploring Dr. Decker or other Franklin University officials
16 to make investments.
17 Q Like in the facilities?
18 A Like in the facilities that we discussed earlier.
19 Yes, there were -- I can reference numerous conversations
20 that just made that very clear. Urbana University was not
21 operating independently.
22 Q I mean, when the deal happened between Urbana and
23 Franklin, Urbana was broke, right? That was the whole --
24 MR. GARRISON: I'm going to object to

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1 the form of the question.
2 BY MR. BEEHLER:
3 Q Isn't it true when the deal happened with Franklin
4 at Urbana, it was because Urbana was broke?
5 A I don't know that I have the information to answer
6 the question. Were they under distress? That, I can agree
7 to.
8 Q That's fair.
9 So Dr. Decker's testimony was that when -- I think
10 when he became aware of Urbana's situation, they were
11 two weeks from missing payroll just to put it in context?
12 A I referenced that earlier.
13 Q I think you said that you heard that at some
14 point, but you didn't know the timing.
15 A Correct. Yes, sir.
16 Q All right. The fifth paragraph on previously
17 marked Exhibit No. 3, the first sentence begins, "Under this
18 proposed change, Urbana would maintain a similar
19 institutional structure as it does now, including the
20 current structure of the Urbana Department of Athletics,"
21 correct?
22 A Uh-huh.
23 Q So just to be clear, the proposed change was the
24 change from dual accreditation to consolidated

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1 accreditation?
2 A Right.
3 Q Do you agree with the statement that even after
4 that change, Urbana was going to maintain a similar
5 institutional structure?
6 A Yes, that Franklin University agreed to that being
7 the best approach for it to take with its branch campus.
8 Q Well, isn't the shift, as it's described in this
9 Exhibit No. 3, consistent with Urbana's submissions to the
10 NCAA, which the MEC was heavily involved with; isn't that
11 fair?
12 A We were involved with their submissions to the
13 NCAA supporting their wish to continue to operate NCAA
14 athletics, and effectively at the point that Franklin
15 University assumed Urbana University and especially after it
16 was rolled up under one accreditation, at that point,
17 Franklin University was operating athletic programs
18 beginning in 2014.
19 Q Is that how you positioned it to the NCAA?
20 A I don't think there was anything positioned to the
21 NCAA other than what it was.
22 Q That's not what this is, right?
23 MR. GARRISON: I'm going to object.
24 This isn't a letter from Commissioner Amos. It's

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1 a letter from Lucas.
2 MR. BEEHLER: I know that.
3 MR. GARRISON: He's not positioning
4 anything, to the extent your question suggests
5 that he is through this letter.
6 You can answer, if you can.
7 A Franklin University does not sponsor any
8 collegiate athletic programs and has no plans for an
9 athletics program on its main campus, but Franklin
10 University operated athletics through having a branch campus
11 at Urbana University. Regardless of the semantics, it was
12 clearly understood that that is what was occurring.
13 BY MR. BEEHLER:
14 Q Well, for the sake of keeping Urbana in the
15 Mountain East Conference, you wanted to make sure the NCAA
16 knew that Urbana's athletic activities were going to
17 essentially continue unchanged regardless of the
18 accreditation, right?
19 A Not unchanged. Under new ownership. What they
20 were looking to determine was whether or not the new
21 ownership was going to continue to operate under the
22 expectations of the NCAA or if they had other ideas in mind,
23 is more what the membership committee's concern is. Will
24 they continue to commit to operating under the expectations

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1 of the NCAA as a Division II-level organization? There are
2 many different levels of the collegiate athletics,
3 intramurals, NAIA. There are even lower levels of the NAIA
4 that compete intercollegiately. There are expectations of
5 Division II-member institutions. So these are -- items such
6 as rolling up accreditation bring about questions from the
7 membership committee. Usually members, when they are
8 concerned, invoke those questions to the membership
9 committee, but it's always better if you approach them than
10 the other way around.

11 Q Have you seen any documentation from the
12 Franklin-Urbana 2014 transaction whereby Franklin agreed to
13 be bound by the MEC Constitution and Bylaws?

14 A I have six years of experience of them continuing
15 to pay dues, continuing to perform under the expectation of
16 the Constitution and Bylaws, and continue to comply as was
17 committed to by the branch campus that it acquired Urbana
18 University, which was committed to in 2012.

19 Q Okay. My question was: Have you seen any
20 documentation from the Franklin-Urbana 2014 transaction
21 whereby Franklin agreed to be bound by the MEC Constitution
22 and Bylaws?

23 A My position remains unchanged other than to say
24 one was not necessary because it assumed responsibilities of

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1 what Urbana University was already committed to.

2 Q Okay. So have you seen any documents --

3 MR. GARRISON: I'm going to object.

4 Asked and answered twice. You might not like the
5 answer.

6 MR. BEEHLER: No. That's okay.

7 BY MR. BEEHLER:

8 Q Have you seen any documents from the
9 Franklin-Urbana 2014 deal where Franklin agreed to be bound
10 by the MEC Constitution and Bylaws?

11 A The only thing by reference potentially extend in
12 that direction, as I'd mentioned earlier, that when the NCAA
13 was petitioned to allow Franklin University to operate
14 athletics on its branch campus of Urbana University Franklin
15 was involved in that quest, and Franklin's branding was
16 included in that request of the NCAA, through which I
17 believe it became inherent that Franklin University was
18 operating Urbana University within the expectation of the
19 Mountain East Conference, as well as the NCAA.

20 So while there wasn't a specific document drawn up
21 to reaffirm what Urbana University had already agreed to
22 despite ownership change, no. We found it unnecessary.

23 Q Do you recall, at anytime since the founding of
24 the MEC, the board discussing the impact of a member

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1 institution closing permanently?

2 A Yes.

3 Q Okay. Other than Urbana?

4 A Yes.

5 Q Okay. Tell me what you recall about those
6 conversations.

7 A A certain amount of those are privileged.

8 Q Yeah. I don't want to know anything privileged.
9 I asked about conversations at the board, I think.

10 A Let me try to summarize in a way that doesn't
11 compromise.

12 Q Okay.

13 A All institutions with small enrollments in higher
14 education face a very real threat to as to whether or not
15 they can survive the next 10 years, 20 years, 30 years. The
16 only way that they can is to deliver a quality education and
17 quality experience for its students.

18 In the case where the Mountain East Conference is
19 involved for its student athletes, our strategies are often
20 aimed at fending off that potential outcome for small
21 colleges because we believe that providing a campus
22 environment at a small college, direct engagement, small
23 classroom sizes, all have value -- continuing value, but we
24 have a number of institutions that have enrollments under

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1 2,000, and any one of them that is not consistently
2 concerned about the possibility that their doors might close
3 isn't facing a future reality.

4 So it is something that I have contemplated, and
5 it is something that I've contemplated when I recommended
6 the exit fee as it exists.

7 Q Back in 2012, you mean?

8 A Throughout.

9 Q All right. Are there any board minutes that
10 you're aware of that reflect you saying that to the board?

11 A No.

12 Q I'm going to ask, even though he'll object, but
13 that's okay: Would the MEC charge an exit fee if a
14 university campus was found to be built on a Super Fund site
15 and the remediation required it to close permanently?

16 MR. GARRISON: You're right about the
17 objection. It's speculation.

18 You can answer.

19 A I am duty-bound in reporting to my board, and I
20 have a fiduciary responsibility on behalf of my membership.
21 Unless my board directed me to do otherwise, I would follow
22 what our Constitution and Bylaws prescribes.

23 BY MR. BEEHLER:

24 Q So that's a yes -- I think the answer is you have

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1 to, right? That's the position you've taken, right?

2 **MR. GARRISON:** You answered it. He's

3 not the one giving the answer.

4 **A I think I did.**

5 **BY MR. BEEHLER:**

6 Q Okay. The Bylaws and the Constitution require the

7 exit fee, right?

8 **A That's correct.**

9 Q Okay. What if a university member of the MEC was

10 blown up in a terrorist attack and had to close permanently?

11 **MR. GARRISON:** Again, objection for the

12 fantastical question and speculation.

13 **BY MR. BEEHLER:**

14 Q Would you charge an exit fee?

15 **A I would execute what is required of me, unless**

16 **otherwise directed by the board of directors.**

17 Q Was there any discussion among the board members

18 about the fact that the closure of Urbana was occasioned by

19 the worst pandemic in 100 years --

20 **MR. GARRISON:** Objection.

21 **BY MR. BEEHLER:**

22 Q -- and whether that called for some action other

23 than what's related in the Bylaws?

24 **A There was no conversation among the board in open**

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1 **session that I recall, since you asked.**

2 Q So, again, I don't want to know anything about

3 anything privileged, but when you distinguish between open

4 session and presumably closed session, closed session is

5 with counsel and, therefore, privileged?

6 **MR. GARRISON:** That's not my place to

7 answer questions. I'm going to say that upfront.

8 The board perhaps in executive session?

9 **BY MR. BEEHLER:**

10 Q Yeah. You tell me what it means. I'm sorry.

11 **A Yeah. We don't reveal what occurs within an**

12 **executive session is essentially what I was referencing in**

13 **that case.**

14 Q All right. So were there discussions in closed

15 session about the fact that Urbana's closure was occasioned

16 by the pandemic?

17 **MR. GARRISON:** I'm going to object and

18 instruct the witness not to answer, because if it

19 was in executive session, it is protected by the

20 West Virginia Code, and there's provision to go

21 into the executive session.

22 **MR. BEEHLER:** It's protected

23 as privileged? I mean, I understand --

24 **MR. GARRISON:** It's protected as --

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1 yeah, you would have to prove to a court that it's

2 not protected. The way you structured the

3 question, any answer that he gives, a yes or a no,

4 reveals what happened in executive session. So

5 I'm going to instruct him not to answer that

6 question.

7 **MR. BEEHLER:** Okay. That's all I've

8 got. Thank you.

9 **THE WITNESS:** Thank you.

10 **MR. GARRISON:** I actually have a

11 clarifying question.

12

13 **EXAMINATION**

14 **BY MR. GARRISON:**

15 Q Commissioner, there were a number of questions

16 about the transaction in 2014. Do you recall?

17 **A Yes.**

18 Q Is it fair to say that you're not specifically

19 aware of the details of that transaction in 2014?

20 **A Yes.**

21 Q Regardless of what was purchased by Franklin in

22 2014, is it your understanding that Urbana eventually became

23 a branch campus of Franklin?

24 **A Yes.**

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1 Q Just in your own words, what did that mean to you,

2 becoming a branch campus?

3 **A What it meant to us is that Franklin University**

4 **was clearly owning and operating Urbana University as a**

5 **branch campus -- as a division of Franklin University, which**

6 **is mentioned in this exhibit that was presented to me just a**

7 **little bit ago. So it was very clear to us that Franklin**

8 **University was wholly operating Urbana University and fully**

9 **owned it.**

10 Q Is it fair to say that you and the MEC considered

11 Franklin and Urbana to be one and the same?

12 **A One and the same -- one and the same, other than**

13 **the designation of branch campus, which was owned by**

14 **Franklin.**

15 Q There was some discussion about UVA Wise and UVA

16 Wise being a branch campus of UVA?

17 **A Yes.**

18 Q Hypothetically, had UVA Wise said we're

19 discontinuing the athletics, would the MEC have forgiven

20 that exit fee?

21 **A No.**

22 Q What would have happened?

23 **A We would have -- if UVA Wise continued to operate,**

24 **we would have sought it from UVA Wise. If they were not**

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1 operating as a campus anymore and we were not among
 2 creditors that were paid as prescribed and agreed to by the
 3 board of directors of Mountain East Conference, we would
 4 have pursued it with the University of Virginia or any other
 5 entity responsible because they ultimately operated UVA
 6 Wise.
 7 Q Okay. Just one more clarification. Do you recall
 8 being asked earlier whether you knew if Franklin ever had
 9 athletic teams?
 10 A Yes.
 11 Q Do you recall your answer?
 12 A Yes. It was referring to the period of time
 13 before Franklin University purchased Urbana. It was through
 14 the scope of the NCAA inquiry. The NCAA inquiry wanted to
 15 know about Franklin's history about whether or not it had
 16 sports teams. Through that history prior to owning Urbana,
 17 which is what was delivered to the NCAA as part of that
 18 process, intramural teams was all that it had operated, but
 19 that obviously changed at the point that it purchased Urbana
 20 University and operated the branch campus.
 21 Q Do you want to clarify -- let me ask the question
 22 again given that clarification --
 23 A Okay.
 24 Q -- that you didn't make earlier. Has Franklin

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1 University ever had athletic teams?
 2 A Yes, once it owned Urbana.
 3 Q So from 2014 to 2020, it's your testimony that
 4 Franklin maintained athletic teams?
 5 A Maintained athletic teams.
 6 MR. GARRISON: I don't have any other
 7 questions.
 8 MR. BEEHLER: Nothing from here.
 9 MR. GARRISON: Okay. We will read and
 10 sign.
 11 (Whereupon, deponent did not waive signature.)
 12 (Whereupon, deposition concluded at 12:29 p.m.)
 13
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1 STATE OF WEST VIRGINIA:
 2 COUNTY OF MONONGALIA: SS: C E R T I F I C A T E
 3
 4 I, Susan Sommer LeCron, Registered Professional
 5 Reporter and Commissioner within and for the State of West
 6 Virginia, duly commissioned and qualified, do hereby certify
 7 that the within-named witness, REID S. AMOS, was by me first
 8 duly sworn to testify the truth, the whole truth, and
 9 nothing but the truth in the cause aforesaid; and the
 10 testimony then given by the witness was by me reduced to
 11 stenotype in the presence of said witness, afterwards
 12 reduced to typewriting under my direction, and that the
 13 foregoing is a true and correct transcription of the
 14 testimony given by said witness.
 15
 16 I do further certify that this deposition was
 17 taken at the time and place in the foregoing caption
 18 specified.
 19
 20 I do further certify that I am not a relative,
 21 counsel or attorney of either party or otherwise interested
 22 in the event of this action.
 23
 24 I do further certify that I do not have a
 contractual financial relationship with any attorney or
 party involved in this action.
 IN WITNESS THEREOF, I have hereunto set my hand
 and affixed my seal of office at St. Clairsville, Ohio, on
 the 26th day of August, 2022.
 Susan Sommer LeCron
 Registered Professional Reporter
 Commissioner within and for the
 State of West Virginia
 My commission expires 4/11/2032

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